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Lori A. Weaver
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

August 17, 2023

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 a **Sole Source** amendment to an existing contract with Victory Women of Vision (VC#309757), Manchester, NH, for refugee youth mentoring services, by increasing the price limitation by \$79,000 from \$325,000 to \$404,000 and by extending the completion date from September 30, 2023 to September 30, 2024, effective September 30, 2023, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on July 31, 2019, item #11, amended on September 23, 2020, item #6, as amended on January 22, 2021, item #8 and most recently amended on September 21, 2022, item #6.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

See Attached Fiscal Details.

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion dates beyond the available renewal options and add funding. The Contractor possesses comprehensive client information and cultural expertise, which makes the Contractor uniquely qualified to support refugee youth mentoring and case management services. These services build upon and flow from assistance provided under the Refugee and Entrant Assistance State/Replacement Designee Administered Programs Grant, therefore the Contractor can ensure continuity of care for refugee youth.

The purpose of this request is for the Contractor to continue to deliver youth mentoring services to refugees between the ages of 15 to 24 who have been in the United States for less than five years. The Contractor recruits and trains mentors to assist refugees with developing social skills, managing stress, cross cultural training, coaching, career planning and job development skills. Additionally, the Contractor supports educational and vocational advancement for refugee young adults.

The Department will monitor contracted services by ensuring:

- 80% of youths identified as potentially eligible individuals shall be enrolled in the program within one (1) month of completing the needs assessment
- 90% match of program participants with mentors.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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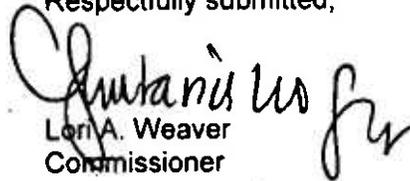
Should the Governor and Council not authorize this request, refugee youths may not receive the support necessary to navigate American culture and systems, and may not have access to educational and vocational support services provided by trained and dedicated mentors.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.566, FAIN #2301NHRSSS

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

Respectfully submitted,


Lori A. Weaver
Commissioner

05-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

Victory Women of Vision

Vendor # 309757-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42200026	\$75,000.00	\$0.00	\$75,000.00
2021	102-500731	Contracts for Program Services	42200026	\$56,250.00	\$0.00	\$56,250.00
2022	102-500731	Contracts for Program Services	42200026	\$75,000.00	\$0.00	\$75,000.00
2023	102-500731	Contracts for Program Services	95070017	\$67,500.00	\$0.00	\$67,500.00
2024	102-500731	Contracts for Program Services	95070017	\$16,250.00	\$59,250.00	\$75,500.00
2025	102-500731	Contracts for Program Services	95070017	\$0.00	\$19,750.00	\$19,750.00
		Sub Total		\$290,000.00	\$79,000.00	\$369,000.00

05-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	95070025	\$35,000.00	\$0.00	\$35,000.00
		Sub Total		\$35,000.00	\$0.00	\$35,000.00
TOTAL				\$325,000.00	\$79,000.00	\$404,000.00

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the Refugee Youth Mentoring contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Victory Women of Vision ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019 (Item #11), as amended on September 23, 2020 (Item # 6), as amended on January 22, 2021, (Item #8), and as amended on September 21, 2022, (Item # 6) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1 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, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$404,000
3. Modify Exhibit A, Scope of Services Subsection 4.2. Table 1 to read:

Reporting Period	Semi-annual Reports Due
10/1/2022 – 03/31/2023	4/15/2023
4/1/2023 - 9/30/2023	10/15/2023
10/1/2023 – 03/31/2024	4/15/2024
4/1/2024 - 9/30/2024	10/15/2024

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1., to read:
4.1 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 B-1, Budget through Exhibit B-7, Budget Amendment #4.
5. Add Exhibit B-6, Budget Amendment #4, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-7, Budget Amendment #4, which is attached hereto and incorporated by reference herein.

DS
MG

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 30, 2023, 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

8/23/2023

Date

DocuSigned by:
Reuben Hampton

Name: Reuben Hampton

Title: Director, Office of Health Eq

8/22/2023

Date

Victory Women of Vision

DocuSigned by:
Mary Georges

Name: Mary Georges

Title: Mrs

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-6, Budget Amendment #4

New Hampshire Department of Health and Human Services	
Contractor Name: Victory Women of Vision	
Budget Request for: Refugee Youth Mentoring Program Services	
Budget Period SFY 2024 (October 1, 2023 - June 30, 2024)	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	SFY 2024
1. Salary & Wages	\$34,000
2. Fringe Benefits	\$3,700
3. Consultants	\$3,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) Supplies - Educational	\$800
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	\$1,000
	\$300
6. Travel	
	\$300
7. Software	
	\$0
8. Other - Marketing/ Communications	
	\$0
9. Other - Education and Training	
10. Other - Other (specify below)	
	\$300
11. Subscriptions	
	\$6,350
12. Stipends to mentors who can interpret	
	\$2,700
13. Incentives to mentees	
	\$2,500
14. Group activities & meeting exps	
9. Subrecipient Contracts	\$3,800
Total Direct Costs	\$59,250
Total Indirect Costs	\$0
Subtotal	\$59,250
Total	\$59,250

Exhibit B-7, Budget Amendment #4

New Hampshire Department of Health and Human Services
 Contractor Name: Victory Women of Vision
 Budget Request for: Refugee Youth Mentoring Program Services
 Budget Period: SFY 2025 (July 1, 2024-September 30, 2024)
 Indirect Cost Rate (if applicable) 0.00%

Line Item	SFY 2025
1. Salary & Wages	\$10,350
2. Fringe Benefits	\$1,300
3. Consultants	\$1,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) Supplies - Educational	\$300
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	\$800
6. Travel	\$200
7. Software	\$150
8. Other - Marketing/ Communications	
9. Other - Education and Training	
10. Other - Other (specify below)	
11. Subscriptions	\$150
12. Stipends to mentors who can interpret	\$1,500
13. Incentives to mentees	\$1,000
14. Group activities & meeting exps	\$1,000
9. Subrecipient Contracts	\$2,000
Total Direct Costs	
Total Indirect Costs	
Subtotal	
Total	\$19,750

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VICTORY WOMEN OF VISION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 14, 2003. 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: 427749

Certificate Number: 0005906711



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Margaret H Martens, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Board Chair of Victory Women Of Vision
(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 08/02, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Mary N Georges or Glory Mukendi (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Victory Women of Vision to enter into contracts or agreements with the
(Name of Corporation/ LLC)

New Hampshire Department of Justice 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 affect 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 Department of Justice 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: 08/17/2023

Margaret Hosmer
Signature of Elected Officer
Name: Margaret H Martens
Title: Board Chairman



The mission of Victory Women of Vision is to encourage, empower, and nurture immigrant and refugee families to thrive by embracing their cultural heritage as they build their new lives.



Financial Statements

Victory Women of Vision

Year Ended December 31, 2022

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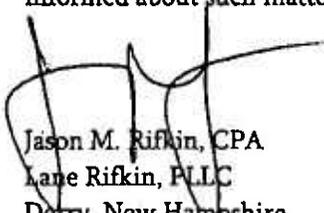
Lane Rifkin, PLLC
84 West Broadway, Derry, NH 03038
P: 603.434.7500 | F: 888.596.1155

Independent Accountants' Compilation Report

To the Board of Directors and Management
Victory Women of Vision
25 Lowell St. Suite 307
Manchester, NH 03101

Management is responsible for the accompanying financial statements of Victory Women of Vision (a nonprofit corporation), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, activities and changes in net assets, cash flows and functional expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.



Jason M. Rifkin, CPA
Lane Rifkin, PLLC
Derry, New Hampshire
August 22, 2023

**VICTORY WOMEN OF VISION
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2022**

	2022
CURRENT ASSETS	
Cash on hand and in banks	\$ 281,841
Accounts receivable, net	11,876
TOTAL CURRENT ASSETS	293,717
OTHER ASSETS	
Security deposit	2,100
TOTAL OTHER ASSETS	2,100
TOTAL ASSETS	\$ 295,817
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	3,385
TOTAL CURRENT LIABILITIES	3,385
NET ASSETS	
Unrestricted net assets	2,674
Temporarily restricted net assets	289,758
TOTAL NET ASSETS	292,432
TOTAL LIABILITIES AND NET ASSETS	\$ 295,817

**VICTORY WOMEN OF VISION
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2022**

	2022
UNRESTRICTED NET ASSETS	
Support and revenue:	
Contributions and grants	\$ 178,989
Total support and revenue	178,989
Net assets released from restrictions satisfied by payments	156,622
	335,611
Expenses:	
Management and general	302,513
Program services	59,652
Total expenses	362,165
DECREASE IN UNRESTRICTED NET ASSETS	(26,554)
TEMPORARILY RESTRICTED NET ASSETS	
NHEYF 2022/2023	300,257
NHWF Women of Color	1,000
Arts in Health 2022	5,100
NHCF Express 2022	10,000
Rotary Grant	3,000
Manchester School	88,913
Nellie Mae 2022	15,000
Easter Seals	23,111
Net assets released from restrictions satisfied by payments	(156,622)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	289,759
TOTAL INCREASE IN NET ASSETS	263,205
NET ASSETS, BEGINNING OF YEAR	29,227
NET ASSETS, END OF YEAR	\$ 292,432

**VICTORY WOMEN OF VISION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022**

	2022
CASH FLOWS FROM OPERATING ACTIVITIES:	
Net income	\$ 263,205
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
(Increase) decrease in:	
Accounts receivable	(2,704)
Security deposit	(1,400)
Increase (decrease) in:	
Accounts payable	1,585
NET CASH PROVIDED BY OPERATING ACTIVITIES	260,686
CASH FLOWS FROM INVESTING ACTIVITIES:	
NET CASH PROVIDED/(USED) BY INVESTING ACTIVITIES	-
CASH FLOWS FROM FINANCING ACTIVITIES:	
NET CASH PROVIDED/(USED) BY FINANCING ACTIVITIES	-
NET INCREASE IN CASH AND CASH EQUIVALENTS	260,686
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	21,155
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 281,841
SUPPLEMENTAL DISCLOSURES	
Cash paid for interest	\$ -

**VICTORY WOMEN OF VISION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022**

EXPENSES:	2022					
	Program Services				Management and general	Total
	Adult Program	Youth Program	General Programs	Total Program Services		
Bank fees	-	-	-	-	121	121
Business licenses and fees	-	-	-	-	38	38
Charitable contributions	-	-	-	-	50	50
Consultants and subcontractors	-	17,105	-	17,105	-	17,105
Elder assistance	626	161	-	787	947	1,734
Equipment	-	827	-	827	668	1,495
Event and meeting expense	72	5,390	8,783	14,245	1,869	16,114
Food assistance	-	-	1,362	1,362	-	1,362
General program expense	-	6,028	-	6,028	-	6,028
Grant expenses	42	-	-	42	-	42
Insurance	-	-	1,049	1,049	3,898	4,947
Marketing and advertising	-	340	-	340	-	340
Mentee incentives	-	1,711	-	1,711	(500)	1,211
Office expenses	50	2,223	59	2,332	338	2,670
Administrative payroll	79,123	157,803	4,073	240,999	11,901	252,900
Postage	-	-	-	-	213	213
Professional fees	1,200	8,439	5,650	15,289	1,300	16,589
Rent	4,200	-	-	4,200	11,700	15,900
Software	-	23	-	23	-	23
Stipends	-	11,100	-	11,100	(90)	11,010
Strategic planning expense	-	500	-	500	-	500
Sub-award expense	-	4,458	-	4,458	-	4,458
Subscriptions	-	318	-	318	-	318
Supplies	-	703	138	841	914	1,755
Telephone and internet	44	107	-	151	1,670	1,821
Travel and vehicle expense	57	1,407	395	1,859	1,370	3,229
Website and email hosting	-	-	192	192	-	192
TOTAL EXPENSES	\$ 85,414	\$ 218,643	\$ 21,701	\$ 325,758	\$ 36,407	\$ 362,165

See independent accountants' compilation report.



VICTORY
WOMEN OF VISION

PO Box 38
50 Bridge Street, Suite 203
Manchester, NH 03101
Phone (603)264-7083
Email: victorywomen12@gmail.com

Board of Directors

Margaret H. Martens: Board chair
Consultant, Inclusive Development LLC

Elizabeth Clardy MD; Board Member
Capital Region Health Care, Family Physician

Shirley Tomlinson: Board member
Community Engagement & Outreach Specialist
Office of Health Equity

Nathalie Ahyi-Amendah : Board Member
CRISPR Therapeutics

Niva Muchuma: Board Member
Clinical Social Worker, Mental Health Center of Greater Manchester

Marie Mulroy : Board member
Retired

Patrick Mokuba: Treasurer
Senior Accountant, Single Digit Inc

MARY N. GEORGES

KEY QUALIFICATIONS PROFILE

- ✓ Dedicated and compassionate executive director with over 10 years of experience in nonprofit
- ✓ Result oriented executive with comprehensive experience in non profit and foundation administration. Proven ability to revitalize productive programs, identify, conceive and implement new programs and raise needed funds
- ✓ Exceptional knowledge of issues faced by minorities populations
- ✓ Superior knowledge of partnership development ,staff leadership ,and financial management

SKILLS & EXPERTISE

<ul style="list-style-type: none"> ✓ Strategic planning ✓ Team building ✓ Program development ✓ Relationship building ✓ Project Management 	<ul style="list-style-type: none"> ✓ Leadership and mentoring ✓ Communication ✓ Budget Preparation ✓ Branding and Image development ✓ Social justice advocate 	<ul style="list-style-type: none"> ✓ Promotion and marketing ✓ Funds development planning ✓ Skilled in drafting presentations and Public speaking ✓ Microsoft office
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PROFESSIONAL EXPERIENCE

VICTORY WOMEN OF VISION, MANCHESTER, NH

Founder/Executive Director~ 2009-present

- Organization focused to encourage and empower women to be self-sustaining. Manchester, NH
- Provided organizational leadership and collaborated with executive partners and community members and organizations to establish long-term goals and to gain financial support.
- Ensure youths programs, services and activities that prepare youth for success, always promoting safety of members and quality in programs.
- Provide guidance, mentorship and role modeling to immigrants and refugees youths and young adults.
- Oversaw strategic business decision-making to develop, enhance and enforce organization mission.
- Help African refugee and Immigrant women and families to bridge the socio-economic disparities
- Conducting literacy and computer classes to refugee women to be independent and advocates for themselves attaining English skills
- Established the women economic group to be self-sufficient to share African culture with the larger community
- Coordinates with the board of directors to report on performance and advocate for the organization
- Oversees daily operations of the business
- Coordinates with the board of directors to report on performance and advocate for the organization

VICTORY WOMEN MINISTRY, MANCHESTER, NH

Assistant Pastor ~ 2003-2009

- Outreached women to mobilize them for the ministry
- To be available to lead and Organized Bible Study class
- Coordinated women conferences and retreats
- Organized Friday revival meetings
- Lead, preach church services and counsel as needed
- Established TV program for women Ministry

EMMANUEL TOP QUALITY CLEANING, MANCHESTER, NH

Owner / Manager~ 2005-2014

- Supervise janitorial operations in a building and coordinate cleaning staff
- Ordering supplies, creating schedules, and training employees

- Monitoring progress towards goals and securing new clients
- Reviewing business finances and sending invoices

L&G CLEANING, MANCHESTER, NH

CO OWNER~2002-2005

- Reviewing business finances and sending invoices
- Checking and signing cleaning checklist and custodial staff's timesheet
- Cleaning inspections
- Inspected cleaned areas and prepared report of daily cleaning activities

EDUCATION & CERTIFICATIONS

- **2012-2013: Master of Science, Organizational Management and Leadership**
Springfield College, Massachusetts, Manchester,
- **2009-2012: Bachelor of Human Services**
Springfield College, Manchester, New Hampshire

COMMUNITY ACHIEVEMENTS

- **Founder / President of the Congolese Community in NH**
 - Raise awareness for violence against women since 2009
 - Raise the DRC Flag Event on Independence Day with Political leaders in our City follow by Conference or Symposium since 2009
 - Educate minority youth to lead
 - Unite the presidents of the Congolese Community of New England
- **Co-founder Love your Neighbor**
- **Co-chair of the Integration Steering committee for Refugees in Manchester**
- **I have been actively involved in my community as an ordained minister**
- **Elected Select Woman for the city of Manchester Ward 3 since 2017**
- **served on the Manchester School Board committee from 2017-2019**

AWARDS AND APPRECIATION

- **The Good Samaritan award, 2019**
- **Freedom of speech AWARD, at MCAM, as the best preacher of the city, in 2008**
- **GOOD SAMARITAN, APPRECIATION by the Haitian Community of NH in 2006**

Loick Muyuka

Coo at Papillon Enterprise
Manchester, New Hampshire, United States

Summary

Hard working and friendly individual with strong passion to see everyone succeed. I love challenges as they help me in many ways. Not a much of talker but more of an action type of person.

Top Skills

Community Outreach
Communication
Nonprofit Organizations

Languages

French (Native or Bilingual)
English (Full Professional)
Lingala (Professional Working)

Experience

VICTORY WOMEN OF VISION

Youth Program Coordinator
February 2022 - Present (1 year 5 months)
Manchester, New Hampshire, United States

- Training and Recruiting mentors
- Data collection-participation, grant requirements
- Criminal Background Checks
- Supervise that curriculum/ programing progressing correctly
- Assist with interface with school board and school faculty
- Oversee communication with ELL department, school board, and school faculty
- Provide materials needed for program (e.g., applications)
- Prepare power points on program for presentations
- Supervise that time sheets completed correctly
- Hiring consultants/ outside speakers (in conjunction with facilitator and case manager)
- Assist facilitator and case manager as needed
- Oversee attendance and class credit
- Responsible for completing report for grantors (soliciting assistance as needed)
- Keep track of program expenses by school and monitor that grant is within budget

Papillon Marketplace

7 years 10 months

Chief Operating Officer

January 2020 - Present (3 years 6 months)
Croix-des-Bouquets Arrondissement, Haiti

- Design and implement business strategies, plans, and procedures
- Set comprehensive goals for performance and growth
- Establish policies that promote company culture and vision
- Oversee daily operations of the company
- Lead employees to encourage maximum performance and dedication
- Evaluate performance by analyzing and interpreting data and metrics
- Write and submit reports to the CEO in all matters of importance
- Manage relationships with customers and vendors

Director Of Finance And Administration

September 2015 - January 2020 (4 years 5 months)

Overseeing company Finance and accounting

Analyze actual compared to standard costs for ongoing expenses, and identify opportunities and risks.

Assist in developing annual operations plan and estimating new product costs, including economic analysis.

Perform cost-benefit analyses, and recommend process improvements and unit changes to reduce costs.

Maintain pricing and inventory system data quality.

PAPILLON EMPOWERMENT

Co-Founder

May 2017 - Present (6 years 2 months)

Our mission is to promote charitable and humanitarian efforts, particularly in Haiti, by assisting with and facilitating job skills training, offering assistance with documentation to become job ready, aiding in acquiring the necessary tools and resources to secure a job, being a resource for emergency relief and humanitarian aid when necessary, and to provide holistic support for parents in poverty by assisting in areas related to their children's well-being.

Powhatan Information & Default Services, LLC

Mortgage Field Inspector - Independant Contractor

May 2018 - November 2019 (1 year 7 months)

- Perform inspection services
- Perform property evaluations
- Perform hazard insurance claim inspections,
- Perform deed-in-lieu

Aspen Technology

Customer Care Specialist

January 2014 - September 2014 (9 months)

burlington, massachusett

- * Handle incoming requests (phone, e-mail and web) from customers and employees pertaining to customer orders, shipments, product installations, licenses, invoices and general customer service inquiries
- * Verify customer entitlement by researching entitlement data in the corporate entitlement databases
- * Proactively provide status updates to customers regarding pending orders and shipments
- * Call customers to verify that each shipment was received to their satisfaction and to assess any additional customer needs.
- * Follow-up with customers regarding feedback gathered from periodic Satisfaction Surveys and ensure that the appropriate AspenTech staff are notified if corrective action is required.
- * Provide coverage for overflow telephone calls to the regional AspenTech support centers
- * Maintain web support entitlement by validating, authorizing and revoking end-user access
- * Generate reports for customer intelligence data from AspenTech field staff
- * process product upgrade requests; license keys requests; Online Evaluation requests; web registrations requests
- * Participate in other group projects and assignments as required

AECOM

Procurement Specialist

January 2013 - November 2013 (11 months)

Chelmsford, MA

- Software Asset Management for US and Eastern Canada
- Obtained Quotes from vendor
- Purchased software, Peripherals and Hardware
- Generated Purchase Requests and Purchase Orders
- Software receiving, download and distribution
- Software renewals (single and bulk licenses)
- Cost allocations
- Maintained and updated many different Database
- Document Control

Kronos

Training Coordinator

July 2012 - November 2012 (5 months)

Chelmsford, MA

- Manage training administration activities for remote and local sessions
- Complete setup and initiation of web-based events, monitor active sessions (including acting as moderator and host, providing polling and whiteboard support, and recording sessions), and escalate technical issues to appropriate support group
- Maintains accurate and current training classes and attendance data
- Support/coordinate vendor course selection process, procurement processing, and communications, including instructor logistics and onsite instructor access and support
- Provide ongoing support the P&T administrative team

Intertek Testing Services

Technical Specialist

July 2011 - July 2012 (1 year 1 month)

Boxborough, MA

- Assemble and update audit report
- Customer calls
- Corrective action response/approval tracking
- Package review for QMS, EMS, OHSAS and AS
- Technical Review for QMS

BIGraphics, Inc.

Marketing Intern

January 2011 - May 2011 (5 months)

- Report to Director of Marketing
- Assist in composing monthly electronic newsletter via social media platforms
- Provided promotional materials for new business development
- Data entry: create and update list for business development
- Assist on Direct Mailing campaigns

Daniel Webster College

3 years 10 months

Athletic Director Assistant

September 2007 - May 2011 (3 years 9 months)

- Managed time clock for soccer and field hockey games
- Maintained a clean gymnasium, soccer field and field hockey field
- Prepared for games by setting up team benches and stocking equipment, water and ice at the field
- Transport teams to away games

Administrative Assistant

August 2007 - May 2008 (10 months)

Provided campus tours to visiting students

Mailed out letters and brochures to prospective student showing interest to the school

Responded to incoming phone calls during absence of the secretary

Primerica

Representative

June 2010 - October 2010 (5 months)

Teach people how money works so they can make informed decisions about how to manage their finances

Provide a financial needs analysis to give clients a snapshot of their financial situation

Offer a variety of products and services designed to help people get properly protected, get out of debt and become financially independent

Vehicle Service Attendance

Hertz

Vehicle service attendant

May 2009 - October 2009 (6 months)

Ensuring vehicle is ready for customer pick-up

Check for vehicle damage and ensure features of the vehicles are operational

Check vehicle status. (rentable/non-rentable)

Ensure interior of vehicle is clean. (windows, door jams, trunk, vacuum, etc)

Fill gasoline tank and check fill levels of all fluids

Clean the exterior of vehicle. (debug and wash)

Meet processing and standardization quotas

Perform related tasks as directed by managers

Education

Daniel Webster College

Minor, Marketing · (2007 - 2011)

Daniel Webster College

BS, Business Management · (2007 - 2011)

Memorial high school

· (2003 - 2007)

GLORY MUKENDI

KEY QUALIFICATIONS PROFILE

- ✓ Demonstrated attention to detail and decision-making skills to respond to high-pressure situations.
- ✓ Advanced leadership and people management skills with an ability to lead, coach and mentor all levels of teammates.
- ✓ Proficient managing conflict, building consensus and facilitating problem-solving and collaboration amongst cross functional teams.
- ✓ Adept at drafting internal and external correspondence that facilitate the ability to effectively execute on top priorities.
- ✓ Works closely with employees across all departments to create presentations and briefings for executive meetings.
- ✓ Ability to work independently, and as a member of a team, and identify problems and develop commendable business solutions.
- ✓ Demonstrated ability to lead high-level interactions with internal business partners, suppliers and agencies, working effectively across functions, geographies and cultures.
- ✓ Have a high attentiveness to paperwork tracking, able to follow up with other companies, and confirm documents have been received and are in good order.
- ✓ Has experience with QuickBooks

SKILLS & EXPERTISE

<ul style="list-style-type: none"> ✓ Cross Functional Collaboration ✓ Comfortable working in a fast-paced environment, and can multi-task ✓ Drafting Correspondence ✓ Ability to maintain a high level of strategic planning and organizational practices 	<ul style="list-style-type: none"> ✓ Expense Reporting ✓ Comfortable working in a fast-paced environment, and can multi-task ✓ Budget Preparation ✓ Grant reporting ✓ Account reconciliation ✓ Remote /hybrid work experience 	<ul style="list-style-type: none"> ✓ Volunteer Inspector ballot for election ✓ Process Improvement ✓ Experience and cultural proficiency working with BIPOC population
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PROFESSIONAL EXPERIENCE

VICTORY WOMEN OF VISION, MANCHESTER, NH

Assistant Director ~ JULY 2020 – PRESENT

- Grant management, including assisting with budget development and information gathering for VWV applications and proposals.
- Grant reporting, including managing the administrative responsibilities, financial reporting, reviewing and submitting invoices, and monitoring the budget/finances.
- Management of paperwork related to grants.
- Administrative functions for VWV involve recruitment and hiring of staff members; managing staff payroll, remitting payment, and producing a monthly expense report.
- Financial management and reporting, determining how budget funds are distributed based on guidelines and requirements of the funding source, and paying invoices and bills (i.e., worker's compensation, etc.);
- Management of VWV's accounting and tax related documentation in partnership with a contracted tax preparer.
- Oversight of programming in partnership with those who are managing VWV programs, such as Violence Against Women, and others.
- Attending meetings on behalf of Victory Women of Vision to represent the Executive Director when needed.
- Teaching/instruction of the Youth Program and mentoring young people in the program, in coordination with the youth program manager.
- Reviewing VWV email correspondence with or for the Executive Director and responding as needed.
- Scheduling and arranging meetings involving the VWV Executive Director.
- Assisting the Executive Director with outward-facing correspondence of VWV, including newsletters, acknowledgement letters to donors, holiday cards and announcements, and other materials.
- Purchasing equipment, supplies, and materials for the VWV office and for VWV programs.

HERTZ RENT A CAR, NEW YORK, NY

SENIOR LOGISTICS MANAGER ~ APRIL 2012 – JULY 2020

- Differentiated Sr. Logistics Manager, proved critical in high stress situations with Senior and C-Level Executives, displayed immense ability to overcome objections utilizing data-driven negotiation and tact.
- Supervised 100+ union employees while promoting creative problem solving and innovation to expand logistics operations for future growth.
- Successfully distributed fleets between airports, Manhattan and 15 off-airport rental locations. Facilitated the execution of the enterprise fleet plan and fleet policies and practices across the region.
- Played a key role in the development and implementation of freight cost savings strategies and interpreted policy and guidance material which emanated from higher echelons.
- Developed and maintained business relationships with new and existing clients and propelled a wide range of local logistics solutions with a major customer service emphasis.
- Execute timely and accurate processing of weekly and monthly payroll and direct deposits.
- Daily administrative work such as answering phones, preparing correspondence and reports, inventory management, and create, update and maintain records.
- Help orient and train new employees.
- Supervise daily and schedule operations of drivers.
- Ensure all drivers are compliant with company and safety standards, and with all federal and state regulations by providing safety training.

OPERATIONS MANAGER LI ~ NOV 2010 – APR 2012

- Pragmatic approach to delivering customer-centered solutions and addressing business rental needs for the designated branch.
- Increased revenue and reduced costs by shaping rental sales decisions, implementing, and monitoring cost control measures, and establishing operational procedures.
- Analyzed business rental operations and statistics to produce specialized reports utilized to support performance improvement initiatives and improve key performance indicators.
- Piloted multi branch operations, addressing customer complaints and issues through increased effectiveness and efficiency, delivering the best-in-class customer satisfaction.
- Streamlined operational efficiencies by documenting internal processes and procedures for the development of continuous improvements of short and long-term strategic clinical and patient program objectives.

EDUCATION & CERTIFICATIONS

- Bachelor Degree, Business Studies, Finance ~ Southern New Hampshire University, Manchester, NH, May 2010
- Associate Degree, General Studies ~ UNH Manchester, Manchester, NH, Jun 2006
- QuickBooks online certified
- Lean Six Sigma Certification
- Non profit management certifiact program : Metro West Non-profit Network, December 2022
- Equity Leadership fellowship program cohort 9 : ELF Network

TECHNICAL SKILLS

Microsoft Office Suite, JavaScript, Lotus Application, Document Direct, QuickTime, Quick books, Microsoft office, DocuSign Google drive ,

Key Personnel

Name	Job Title	Salary	Amount Paid from this Contract
Mary Georges	Executive Director	\$70,000/year	\$14,150
Glory Mukendi	Assistant director/youth facilitator	\$30/hrs	\$16,200
Loick Muyuka	Youth Coordinator	\$25/hrs	\$13,500

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

Lori A. Shibinette
 Commissioner

Lori A. Weaver
 Deputy Commissioner

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

August 31, 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, enter into a **Sole Source** amendment to an existing contract with Victory Women of Vision (VC#309757), Manchester, NH for refugee youth mentoring services, by increasing the price limitation by \$100,000 from \$225,000 to \$325,000 and by extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on July 31, 2019, item #11, amended on September 23, 2020, item #6, and most recently amended on January 22, 2021, item #8.

Funds are available in the following accounts for State Fiscal Year 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.

05-95-095-950010-72090000 Health and Human Services, Office of the Commissioner, Refugee Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	42200026	\$75,000	\$0	\$75,000
2021	102-500731	Contracts for Prog Svc	42200026	\$56,250	\$0	\$56,250
2022	102-500731	Contracts for Prog Svc	42200026	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Svc	95070017	\$18,750	\$48,750	\$65,000
2024	102-500731	Contracts for Prog Svc	95070017	\$0	\$16,250	\$16,250
			Subtotal	\$225,000	\$65,000	\$290,000

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

**05-95-095-950010-72090000 Health and Human Services, Office of the Commissioner,
Refugee Services**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	95070025	\$0	\$35,000	\$35,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$35,000</i>	<i>\$35,000</i>
			Total	\$225,000	\$100,000	\$325,000

EXPLANATION

This request is Sole Source because the Contractor is the only entities who possess the comprehensive client information and cultural expertise required to manage client cases and address the complex, interrelated health and social needs of each individual. The services build upon and flow from the services provided under the Reception and Placement and Case Coordination grants, contracting with these entities ensures continuity of care with no gaps in services. Additionally, the Department is extending the Agreement without renewal options available.

The purpose of this request is for the Contractor to continue to provide refugees with youth mentoring services that match eligible youth with mentors and case management services in order to support successful integration into schools, communities and places of employment.

Approximately 30-40 individuals will be served during State Fiscal Year 2023.

The Contractor conducts an initial needs assessment that identifies the needs and goals of each youth in order to develop an individualized plan for services. The Contractor recruits and trains mentors in order to match mentors to youths and optimize results. Mentors assist with developing of social and life skills; learning about American culture; and identifying opportunities to participate in civic and community service activities.

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

- 80% of youths identified as potentially eligible individuals shall be enrolled in the program within one (1) month of completing the needs assessment.
- 90% match of program participants with mentors.

Should the Governor and Council not authorize this request, refugee youths may not receive the support necessary to navigate American culture and systems, and may not have access to educational and vocational support services provided by trained and dedicated mentors. Failure to have access to these services may result in a decrease in employment opportunities, poor academic performance, loss of housing and medical services, social isolation, and depression among the refugee youth population.

Area served: Statewide

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

Source of Federal Funds: Assistance Listing Number #93.566, FAIN#:G992210
FAIN#:G99RSF1

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:
Lori A. Shibinette
24B837ED0E6466...

Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Refugee Youth Mentoring Program Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Victory Women of Vision ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #11), as amended and approved by the Governor and Executive Council on September 23, 2020 (Item #6), and as amended and approved by the Governor and Executive Council on January 22, 2021 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C1, Revisions to General Provisions, Section 3 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:
\$325,000.00
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit A, Scope of Services Subsection 2.1 to read:
 - 2.1. The Contractor shall provide services to Office of Refugee Resettlement (ORR) populations, statewide, who have been in the United States for less than five (5) years and are between fifteen (15) and twenty-four (24) years of age (herein referred to as 'refugee youth'), who need social, academic, vocational or emotional support, with preference given to refugee youth who have been in the United States for one year or less, ORR populations include, but not limited to:
 - 2.1.1. Asylees;
 - 2.1.2. Individuals who have special immigrant visas (SIVs).
 - 2.1.3. Other Office of Refugee Resettlement (ORR) defined eligible immigrants.
 - 2.1.4. Secondary migrants who re-locate to New Hampshire.
5. Modify Exhibit A, Scope of Services Subsection 4.1 to read:
 - 4.1. The Contractor shall provide narrative reports with a summary of project outcomes to the Department by the Semi-annual Report Due Dates as listed in Subsection 4.2, Table 1.
6. Modify Exhibit A, Scope of Services Subsection 4.2, Table 1 to read:

Reporting Period	Semi-annual Reports Due
10/1/2022 – 03/31/2023	4/15/2023
4/1/2023 - 9/30/2023	10/15/2023

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7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
4.1 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 B-1, Budget through Exhibit B-5, Budget Amendment #3.
8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.5, to read:
4.5 The Contract shall send the Department State Fiscal Year 2023 (October 1, 2022 – June 30, 2023) and State Fiscal Year 2024 (July 1, 2023 – September 30, 2023) budgets within 10 business days of Governor and Executive Council approval, for Department review and approval.
9. Add Exhibit B-5, Budget Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments 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.

9/6/2022

Date

Ann H. Landry

Name: Ann H. Landry

Title: Associate Commissioner

Victory Women of Vision

9/6/2022

Date

Mary Georges

Name: Mary Georges

Title: Mrs

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

OFFICE OF THE ATTORNEY GENERAL

9/7/2022

Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-5 Budget Sheet

RFP-2019-OHE-02-YOUTH-01-A03

New Hampshire Department of Health and Human Services Comply and budget form for each budget period.				
Contractor Name: Victory Women of Valor				
Budget Request for: Refugee Youth Mentoring Program Services				
Budget Period: SFY23-SFY24				
Indirect Cost Rate (if applicable): 0.00%				
Line Item	SFY23 Original Fund	SFY23 Adjusted	SFY24 General Fund (00%)	SFY24 Adjusted (00%)
1. Salary & Wages	124,375	114,275	64,338	13,417
2. Fringe Benefits	17,200	11,400	6,341	1,340
3. Consultants	111,200	13,220	30	30
4. Equipment <small>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</small>	1,260	1,140	30	30
5(a) Supplies - Consumable	30	30	30	30
5(b) Supplies - Lab	30	30	30	30
5(c) Supplies - Pharmacy	30	30	30	30
5(d) Supplies - Medical	30	30	30	30
5(e) Supplies Other	1,188	1,027	1,148	179
6. Travel	17,115	1,360	1,308	1,192
7. Reprints	180	172	150	30
8. Other - Material Communications	140	135	30	30
9. Other - Education and Training	30	30	30	30
10. Other - Other (specify below)				
11. Subscriptions	100	125	30	30
12. Stipends to members who are foreign	13,120	13,120	11,480	1,787
13. Stipends to members	12,119	11,320	12,112	1,114
14. Group activities & member dues	1975	1325	1344	1,131
15. Subcontract Contracts	13,140	11,420	11,170	10,300
Total Direct Costs	154,375	126,375	118,665	15,243
Total Indirect Costs	0	0	0	0
Subtotal	154,375	126,375	118,665	15,243
			TOTAL	118,665

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

Lori A. Shilbacht
 Commissioner

Lori A. Weaver
 Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9100 1-800-852-3345 Ext. 9100
Fax: 603-271-4912 TDD Access: 1-800-735-1964 www.dhhs.nh.gov

November 2, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to amend an existing contract with Victory Women of Vision (VC#309757), Manchester, NH for refugee youth mentoring services, by decreasing the price limitation by \$18,750 from \$243,750 to \$225,000 with no change to the contract completion date of September 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 31, 2019, item #11, and most recently amended with Governor and Council approval on September 23, 2020, item #8.

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

05-95-42-042-7922-7922 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, Office of Health Equity, Refugee Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Support	42200026	\$75,000	\$0	\$75,000
2021	102-500731	Contracts for Prog Support	42200028	\$75,000	(\$18,750)	\$56,250
2022	102-500731	Contracts for Prog Support	42200026	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Support	42200028	\$18,750	\$0	\$18,750
			Total	\$243,750	(\$18,750)	\$225,000

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

EXPLANATION

The purpose of this request is to match the funding amount specified the Federal award by reducing the federal funding for State Fiscal Year 2021. The Contractor is providing refugee youth mentoring services that match eligible youth with mentors and case management services in order to support successful integration into schools, communities and places of employment.

Approximately one hundred and eighty (180) refugee and asylee youths and family members will be served from October 1, 2020 to September 30, 2022.

The program conducts an initial needs assessment that identifies the needs and goals of each youth in order to develop an individualized plan for services. The vendor recruits and trains mentors in order to match mentors to youths and optimize results. Mentors assist with developing of social and life skills; learning about American culture; and identifying opportunities to participate in civic and community service activities.

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

- 80% of youths identified as potentially eligible individuals shall be enrolled in the program within one (1) month of completing the needs assessment.
- 90% match of program participants with mentors.

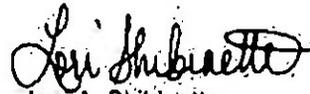
Should the Governor and Council not authorize this request, the Department will be liable for payments to the vendor for which there is no funding.

Area served: Statewide

Source of Funds: CFDA #93.566, FAIN #1801NHR SOC

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

Respectfully submitted,


Lon A. Shibinette
Commissioner



**New Hampshire Department of Health and Human Services
Refugee Youth Mentoring Program Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Refugee Youth Mentoring Program Services Contract**

This 2nd Amendment to the Refugee Youth Mentoring Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Victory Women of Vision, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 25 Lowell St Suite 307, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #11), as amended and approved by the Governor and Executive Council on September 23, 2020 (Item #6), 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 18, and Exhibit C-1, Revisions to General Provisions, Section 3 the Contract may be amended and extended 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 1.8, Price Limitation, to read:
\$225,000.
2. Modify Exhibit B-2, Budget Amendment #1 by replacing in its entirety with Exhibit B-2, Budget Amendment #2, which is attached hereto and incorporated by reference herein.



New Hampshire Department of Health and Human Services
Refugee Youth Mentoring Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/5/2020

Date

Designated by:
Ann H. N. Landry
2/16/2017 10:08:23 AM
Name: Ann H. N. Landry
Title: Associate Commissioner

Victory Women of Vision

11/4/2020

Date

Designated by:
Mary Georges
8/3/2017 11:12:55 AM
Name: Mary Georges
Title: Mrs.



**New Hampshire Department of Health and Human Services
Refugee Youth Mentoring Program Services**

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

OFFICE OF THE ATTORNEY GENERAL

11/5/2020

Date

Digitized by:

OSCAR POTOSI CASAS

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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Lori A. Sabatelli
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3837
603-271-9200 1-800-852-3345 Ext. 9200
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August 18, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to amend an existing contract with Victory Women of Vision (VC#309757), Manchester, NH for refugee youth mentoring services, by exercising a renewal option by increasing the price limitation by \$188,750 from \$75,000 to \$243,750 and by extending the completion date from September 30, 2020 to September 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on July 31, 2019, Item #11.

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

05-95-42-042-7922-7922 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, Office of Health Equity, Refugee Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Support	42200026	\$75,000	\$0	\$75,000
2021	102-500731	Contracts for Prog Support	42200026	\$0	\$75,000	\$75,000
2022	102-500731	Contracts for Prog Support	42200026	\$0	\$75,000	\$75,000
2023	102-500731	Contracts for Prog Support	42200026		\$18,750	\$18,750
			Total	\$75,000	\$188,750	\$243,750

EXPLANATION

The purpose of this request is to continue providing refugee youth mentoring services that match eligible youth with mentors and case management services in order to support successful integration into schools, communities and places of employment.

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

The vendor will continue providing social, academic, and vocational services to refugees and asylees between 15 and 24 years of age, statewide, who have been in the United States for less than five (5) years. The vendor will continue giving preference to youths who have been in the United States for one (1) year or less.

The program conducts an initial needs assessment that identifies the needs and goals of each youth in order to develop an individualized plan for services. The vendor recruits and trains mentors in order to match mentors to youths and optimize results. Mentors assist with developing of social and life skills; learning about American culture; and identifying opportunities to participate in civic and community service activities.

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

- 80% of youths identified as potentially eligible individuals shall be enrolled in the program within one (1) month of completing the needs assessment.
- 80% match of program participants with mentors.

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

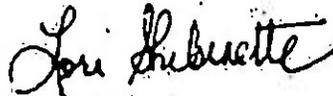
Should the Governor and Council not authorize this request, refugee youths may not receive the support necessary to navigate American culture and systems, and may not have access to educational and vocational support services provided by trained and dedicated mentors. Failure to have access to these services may result in a decrease in employment opportunities, poor academic performance, loss of housing and medical services, social isolation, and depression among the refugee youth population.

Area served: Statewide

Source of Funds: CFDA #93.568, FAIN #1801NHRSOC

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

Respectfully submitted,



Lori A. Shubinette
Commissioner



**New Hampshire Department of Health and Human Services
Refugee Youth Mentoring Program Services**

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

This 1st Amendment to the Refugee Youth Mentoring Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Victory Women of Vision, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 25 Lowell St Suite 307, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #11), 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 18, and Exhibit C-1, Revisions to General Provisions, Section 3 the Contract may be amended and extended 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, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$243,750.
3. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
 - 4.1 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 B-1, Budget through Exhibit B-4, Budget Amendment #1.
4. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Budget Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit B-3, Budget Amendment #1, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-4, Budget Amendment #1, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Refugee Youth Mentoring Program Services**

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

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

State of New Hampshire
Department of Health and Human Services

8/28/2020

Date

DocuSigned by:

Ann H. N. Landry

7406A37ED8E8448

Name: Ann H. N. Landry

Title: Associate Commissioner

Victory Women of Vision

8/27/2020

Date

DocuSigned by:

Mary Georges

Name: Mary Georges

Title: Mrs

**New Hampshire Department of Health and Human Services
Refugee Youth Mentoring Program Services**



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

OFFICE OF THE ATTORNEY GENERAL

9/3/2020

Date

Catherine Pinos

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: BE806E18-22F4-486C-8B87-01A3A240B1AC

DocuSign Envelope ID: 0180909-CC21-4C89-8E94-4D481825A330

State of New Jersey

State Department of Health and Human Services

Annual Report of the State of New Jersey

Department of Health and Human Services

Agency	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Department of Health	1,234,567	1,345,678	1,456,789	1,567,890	1,678,901	1,789,012	1,890,123	1,901,234	2,012,345
Department of Human Services	2,345,678	2,456,789	2,567,890	2,678,901	2,789,012	2,890,123	2,901,234	3,012,345	3,123,456
Department of Community Development	345,678	356,789	367,890	378,901	389,012	390,123	401,234	412,345	423,456
Department of Environmental Protection	456,789	467,890	478,901	489,012	490,123	501,234	512,345	523,456	534,567
Department of Education	567,890	578,901	589,012	590,123	601,234	612,345	623,456	634,567	645,678
Department of Transportation	678,901	689,012	690,123	701,234	712,345	723,456	734,567	745,678	756,789
Department of Treasury	789,012	790,123	801,234	812,345	823,456	834,567	845,678	856,789	867,890
Department of Public Safety	890,123	890,123	901,234	912,345	923,456	934,567	945,678	956,789	967,890
Department of Agriculture	901,234	901,234	912,345	923,456	934,567	945,678	956,789	967,890	978,901
Department of Labor	1,012,345	1,012,345	1,023,456	1,034,567	1,045,678	1,056,789	1,067,890	1,078,901	1,089,012
Department of Social Services	1,123,456	1,123,456	1,134,567	1,145,678	1,156,789	1,167,890	1,178,901	1,189,012	1,190,123
Department of Health Services	1,234,567	1,234,567	1,245,678	1,256,789	1,267,890	1,278,901	1,289,012	1,290,123	1,301,234
Department of Human Resources	1,345,678	1,345,678	1,356,789	1,367,890	1,378,901	1,389,012	1,390,123	1,401,234	1,412,345
Department of Community Services	1,456,789	1,456,789	1,467,890	1,478,901	1,489,012	1,490,123	1,501,234	1,512,345	1,523,456
Department of Environmental Services	1,567,890	1,567,890	1,578,901	1,589,012	1,590,123	1,601,234	1,612,345	1,623,456	1,634,567
Department of Education Services	1,678,901	1,678,901	1,689,012	1,690,123	1,701,234	1,712,345	1,723,456	1,734,567	1,745,678
Department of Transportation Services	1,789,012	1,789,012	1,790,123	1,801,234	1,812,345	1,823,456	1,834,567	1,845,678	1,856,789
Department of Treasury Services	1,890,123	1,890,123	1,890,123	1,901,234	1,912,345	1,923,456	1,934,567	1,945,678	1,956,789
Department of Public Safety Services	1,901,234	1,901,234	1,901,234	1,912,345	1,923,456	1,934,567	1,945,678	1,956,789	1,967,890
Department of Agriculture Services	1,912,345	1,912,345	1,912,345	1,923,456	1,934,567	1,945,678	1,956,789	1,967,890	1,978,901
Department of Labor Services	1,923,456	1,923,456	1,923,456	1,934,567	1,945,678	1,956,789	1,967,890	1,978,901	1,989,012
Department of Social Services Services	1,934,567	1,934,567	1,934,567	1,945,678	1,956,789	1,967,890	1,978,901	1,989,012	1,990,123
Department of Health Services Services	1,945,678	1,945,678	1,945,678	1,956,789	1,967,890	1,978,901	1,989,012	1,990,123	2,001,234
Department of Human Resources Services	1,956,789	1,956,789	1,956,789	1,967,890	1,978,901	1,989,012	1,990,123	2,001,234	2,012,345
Department of Community Services Services	1,967,890	1,967,890	1,967,890	1,978,901	1,989,012	1,990,123	2,001,234	2,012,345	2,023,456
Department of Environmental Services Services	1,978,901	1,978,901	1,978,901	1,989,012	1,990,123	2,001,234	2,012,345	2,023,456	2,034,567
Department of Education Services Services	1,989,012	1,989,012	1,989,012	1,990,123	2,001,234	2,012,345	2,023,456	2,034,567	2,045,678
Department of Transportation Services Services	1,990,123	1,990,123	1,990,123	2,001,234	2,012,345	2,023,456	2,034,567	2,045,678	2,056,789
Department of Treasury Services Services	2,001,234	2,001,234	2,001,234	2,012,345	2,023,456	2,034,567	2,045,678	2,056,789	2,067,890
Department of Public Safety Services Services	2,012,345	2,012,345	2,012,345	2,023,456	2,034,567	2,045,678	2,056,789	2,067,890	2,078,901
Department of Agriculture Services Services	2,023,456	2,023,456	2,023,456	2,034,567	2,045,678	2,056,789	2,067,890	2,078,901	2,089,012
Department of Labor Services Services	2,034,567	2,034,567	2,034,567	2,045,678	2,056,789	2,067,890	2,078,901	2,089,012	2,090,123
Department of Social Services Services	2,045,678	2,045,678	2,045,678	2,056,789	2,067,890	2,078,901	2,089,012	2,090,123	2,101,234
Department of Health Services Services	2,056,789	2,056,789	2,056,789	2,067,890	2,078,901	2,089,012	2,090,123	2,101,234	2,112,345
Department of Human Resources Services Services	2,067,890	2,067,890	2,067,890	2,078,901	2,089,012	2,090,123	2,101,234	2,112,345	2,123,456
Department of Community Services Services	2,078,901	2,078,901	2,078,901	2,089,012	2,090,123	2,101,234	2,112,345	2,123,456	2,134,567
Department of Environmental Services Services	2,089,012	2,089,012	2,089,012	2,090,123	2,101,234	2,112,345	2,123,456	2,134,567	2,145,678
Department of Education Services Services	2,090,123	2,090,123	2,090,123	2,101,234	2,112,345	2,123,456	2,134,567	2,145,678	2,156,789
Department of Transportation Services Services	2,101,234	2,101,234	2,101,234	2,112,345	2,123,456	2,134,567	2,145,678	2,156,789	2,167,890
Department of Treasury Services Services	2,112,345	2,112,345	2,112,345	2,123,456	2,134,567	2,145,678	2,156,789	2,167,890	2,178,901
Department of Public Safety Services Services	2,123,456	2,123,456	2,123,456	2,134,567	2,145,678	2,156,789	2,167,890	2,178,901	2,189,012
Department of Agriculture Services Services	2,134,567	2,134,567	2,134,567	2,145,678	2,156,789	2,167,890	2,178,901	2,189,012	2,190,123
Department of Labor Services Services	2,145,678	2,145,678	2,145,678	2,156,789	2,167,890	2,178,901	2,189,012	2,190,123	2,201,234
Department of Social Services Services	2,156,789	2,156,789	2,156,789	2,167,890	2,178,901	2,189,012	2,190,123	2,201,234	2,212,345
Department of Health Services Services	2,167,890	2,167,890	2,167,890	2,178,901	2,189,012	2,190,123	2,201,234	2,212,345	2,223,456
Department of Human Resources Services Services	2,178,901	2,178,901	2,178,901	2,189,012	2,190,123	2,201,234	2,212,345	2,223,456	2,234,567
Department of Community Services Services	2,189,012	2,189,012	2,189,012	2,190,123	2,201,234	2,212,345	2,223,456	2,234,567	2,245,678
Department of Environmental Services Services	2,190,123	2,190,123	2,190,123	2,201,234	2,212,345	2,223,456	2,234,567	2,245,678	2,256,789
Department of Education Services Services	2,201,234	2,201,234	2,201,234	2,212,345	2,223,456	2,234,567	2,245,678	2,256,789	2,267,890
Department of Transportation Services Services	2,212,345	2,212,345	2,212,345	2,223,456	2,234,567	2,245,678	2,256,789	2,267,890	2,278,901
Department of Treasury Services Services	2,223,456	2,223,456	2,223,456	2,234,567	2,245,678	2,256,789	2,267,890	2,278,901	2,289,012
Department of Public Safety Services Services	2,234,567	2,234,567	2,234,567	2,245,678	2,256,789	2,267,890	2,278,901	2,289,012	2,290,123
Department of Agriculture Services Services	2,245,678	2,245,678	2,245,678	2,256,789	2,267,890	2,278,901	2,289,012	2,290,123	2,301,234
Department of Labor Services Services	2,256,789	2,256,789	2,256,789	2,267,890	2,278,901	2,289,012	2,290,123	2,301,234	2,312,345
Department of Social Services Services	2,267,890	2,267,890	2,267,890	2,278,901	2,289,012	2,290,123	2,301,234	2,312,345	2,323,456
Department of Health Services Services	2,278,901	2,278,901	2,278,901	2,289,012	2,290,123	2,301,234	2,312,345	2,323,456	2,334,567
Department of Human Resources Services Services	2,289,012	2,289,012	2,289,012	2,290,123	2,301,234	2,312,345	2,323,456	2,334,567	2,345,678
Department of Community Services Services	2,290,123	2,290,123	2,290,123	2,301,234	2,312,345	2,323,456	2,334,567	2,345,678	2,356,789
Department of Environmental Services Services	2,301,234	2,301,234	2,301,234	2,312,345	2,323,456	2,334,567	2,345,678	2,356,789	2,367,890
Department of Education Services Services	2,312,345	2,312,345	2,312,345	2,323,456	2,334,567	2,345,678	2,356,789	2,367,890	2,378,901
Department of Transportation Services Services	2,323,456	2,323,456	2,323,456	2,334,567	2,345,678	2,356,789	2,367,890	2,378,901	2,389,012
Department of Treasury Services Services	2,334,567	2,334,567	2,334,567	2,345,678	2,356,789	2,367,890	2,378,901	2,389,012	2,390,123
Department of Public Safety Services Services	2,345,678	2,345,678	2,345,678	2,356,789	2,367,890	2,378,901	2,389,012	2,390,123	2,401,234
Department of Agriculture Services Services	2,356,789	2,356,789	2,356,789	2,367,890	2,378,901	2,389,012	2,390,123	2,401,234	2,412,345
Department of Labor Services Services	2,367,890	2,367,890	2,367,890	2,378,901	2,389,012	2,390,123	2,401,234	2,412,345	2,423,456
Department of Social Services Services	2,378,901	2,378,901	2,378,901	2,389,012	2,390,123	2,401,234	2,412,345	2,423,456	2,434,567
Department of Health Services Services	2,389,012	2,389,012	2,389,012	2,390,123	2,401,234	2,412,345	2,423,456	2,434,567	2,445,678
Department of Human Resources Services Services	2,390,123	2,390,123	2,390,123	2,401,234	2,412,345	2,423,456	2,434,567	2,445,678	2,456,789
Department of Community Services Services	2,401,234	2,401,234	2,401,234	2,412,345	2,423,456	2,434,567	2,445,678	2,456,789	2,467,890
Department of Environmental Services Services	2,412,345	2,412,345	2,412,345	2,423,456	2,434,567	2,445,678	2,456,789	2,467,890	2,478,901
Department of Education Services Services	2,423,456	2,423,456	2,423,456	2,434,567	2,445,678	2,456,789	2,467,890	2,478,901	2,489,012
Department of Transportation Services Services	2,434,567	2,434,567	2,434,567	2,445,678	2,456,789	2,467,890	2,478,901	2,489,012	2,490,123
Department of Treasury Services Services	2,445,678	2,445,678	2,445,678	2,456,789	2,467,890	2,478,901	2,489,012	2,490,123	2,501,234
Department of Public Safety Services Services	2,456,789	2,456,789	2,456,789	2,467,890	2,478,901	2,489,012	2,490,123	2,501,234	2,512,345
Department of Agriculture Services Services	2,467,890	2,467,890	2,467,890	2,478,901	2,489,012	2,490,123	2,501,234	2,512,345	2,523,456
Department of Labor Services Services	2,478,901	2,478,901	2,478,901	2,489,012	2,490,123	2,501,234	2,512,345	2,523,456	2,534,567
Department of Social Services Services	2,489,012	2,489,012	2,489,012	2,490,123	2,501,234	2,512,345	2,523,456	2,534,567	2,545,678
Department of Health Services Services	2,490,123	2,490,123	2,490,123	2,501,234	2,512,345	2,523,456	2,534,567	2,545,678	2,556,789
Department of Human Resources Services Services	2,501,234	2,501,234	2,501,234	2,512,345	2,523,456	2,534,567	2,545,678	2,556,789	2,567,890
Department of Community Services Services	2,512,345	2,512,345	2,512,345	2,523,456	2,534,567	2,545,678	2,556,789	2,567,890	2,578,901
Department of Environmental Services Services	2,523,456	2,523,456	2,523,456	2,534,567	2,545,678	2,556,789	2,567,890	2,578,901	2,589,012
Department of Education Services Services	2,534,567	2,534,567	2,534,567	2,545,678	2,556,789	2,567,890	2,578,901	2,589,012	2,590,123
Department of Transportation Services Services	2,545,678	2,545,678	2,545,678	2,556,789	2,567,890	2,578,901	2,589,012	2,590,123	2,601,234
Department of Treasury Services Services	2,556,789	2,556,789	2,556,789	2,567,890	2,578,901	2,589,012	2,590,123	2,601,234	2,612,345
Department of Public Safety Services Services	2,567,890	2,567,890	2,567,890	2,578,901	2,589,012	2,590,123	2,601,234	2,612,345	2,623,456
Department of Agriculture Services Services	2,578,901	2,578,901	2,578,901	2,589,012	2,590,123	2,601,234	2,612,345	2,623,456	2,634,567
Department of Labor Services Services	2,589,012	2,589,012							



Jeffrey A. Meyers
Commissioner

11 mac

STATE OF NEW HAMPSHIRE
JUL 03 '19 AM 11:52 DAS
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9389 1-800-852-3345 Ext. 9389
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 20, 2019

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 agreement with Victory Women of Vision (Vendor # TBD), 25 Lowell St. Suite 307, Manchester, NH 03101, to provide refugee youth mentoring services in an amount not to exceed \$75,000, effective upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Year 2020 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust budget line items within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-042/7922-79220000/500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, Office of Health Equity, Refugee Services

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Support	42200026	\$75,000
			Total	\$75,000

EXPLANATION

The purpose of this request is to provide refugee youth mentoring services that will match eligible youth with mentors and case management services in order to support successful integration into schools, communities and places of employment.

Approximately sixty (60) youths and family members will receive services provided by this contract from August 1, 2019 through September 30, 2020.

Some refugee youths arrive to the United States after protracted periods of displacement in conflict zones. They have often been victims of violence, and have experienced separation or loss of family members. Without adequate social and educational support to encourage integration into their new communities, and to advance their educational and vocational goals,

some refugee youths may become disillusioned about their futures, and miss opportunities to integrate into American society as they grow into adults.

Services include, but are not limited to, social, academic, and vocational services for refugees and asylees statewide who have been in the United States for less than five (5) years and are between fifteen (15) and twenty-four (24) years of age, with preference given to youths who have been in the United States for one year or less.

The goals of the refugee youth mentoring program are to promote positive civic and social engagement, and support individual educational and vocational advancement. To accomplish these goals, the Contractor will ensure that youths who are enrolled in the refugee youth mentoring program are matched with positive adult mentors who will provide the youths with personalized interaction.

Refugee youth mentoring program services include, but are not limited to, an initial needs assessment that identifies the needs and goals for each youth, an individual plan for each youth, and recruiting and training of mentors.

Mentors will provide support for youths enrolled in the program that include assisting with development of social and life skills, learning about American culture, and identifying opportunities to participate in civic and community service activities.

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

- Narrative reports including a summary of project outcomes every 120 days which will include:
 - Number of youths served.
 - Types of services provide for each youth
- Periodic meetings with the Contractor to be scheduled at the request of the Department.

Victory Women of Vision was selected for this project through a competitive bid process. A Request for Proposals was published on the Department of Health and Human Services website from February 14, 2019 through March 20, 2019. The Department received four (4) proposals. The proposals were reviewed and scored by a team of individuals with program-specific knowledge. The Score Summary Sheet is attached.

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

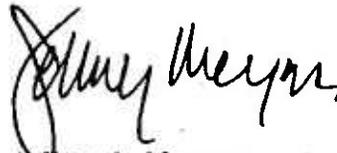
Should the Governor and Executive Council not authorize this request, refugee youths may not receive the support necessary to navigate American culture and systems, and may not have access to educational and vocational support services provided by trained and dedicated mentors. Failure to have access to these services may result in a decrease in employment opportunities, poor academic performance, loss of housing and medical services, social isolation, and depression among the refugee youth population.

Area served: Statewide.

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Administration for Children and Families, Refugee Social Services Program, CFDA #93.566, FAIN #1801NHRSOC.

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 "Jeffrey A. Meyers". The signature is written in a cursive, flowing style.

Jeffrey A. Meyers
Commissioner



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

Refugee Youth Mentoring Program
Services

RFP-2019-OHE-02-YOUTH

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Victory Women of Vision (VWV)
2. BRING IT!
3. Building Community in New Hampshire
4. ASPIR INTERNATIONAL

Pass/Fail	Maximum Points	Actual Points
	400	342
	400	170
	400	196
	400	102

1. Trinidad Tellez, Director of Health Equity
2. Barbara Seebart, Program Specialist IV
3. Laura McGlashan, Program Specialist III
4. Shawn Barry, Program Specialist III

Subject: Refugee Youth Mentoring Program Services (RFP-2019-OHE-02-YOUTH)

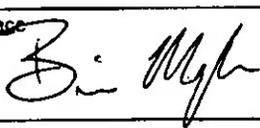
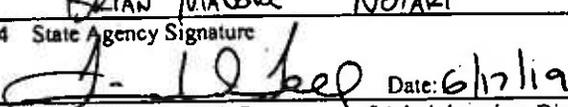
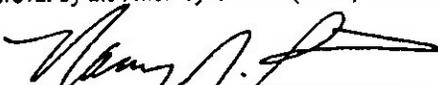
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Victory Women of Vision.		1.4 Contractor Address 25 Lowell St Suite 307, Manchester, NH, 03101	
1.5 Contractor Phone Number 603-264-7083	1.6 Account Number 05-095-042-42200026-79220000-500731	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$75,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARY NGWANDA Georges Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough On 6/12/2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Notary Public, State of New Hampshire My Commission Expires Feb. 10, 2021 (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace BRIAN MOORE NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Teller, Director, Health Equity	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/27/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials MG
Date 6/12/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide translation and interpretation services for refugee youth in languages that include, but are not limited to:
 - 1.3.1. Arabic.
 - 1.3.2. French.
 - 1.3.3. Hindi.
 - 1.3.4. Kiswahili.
 - 1.3.5. Nepali.
 - 1.3.6. Swahili.

2. Scope of Services

- 2.1. The Contractor shall provide services to refugees and asylees statewide who have been in the United States for less than five (5) years and are between fifteen (15) and twenty-four (24) years of age (refugee youths), who need social, academic, vocational or emotional support with preference given to youth who have been in the United States for one year or less, including, but not limited to:
 - 2.1.1. Asylees.
 - 2.1.2. Individuals who have special immigrant visas (SIVs).
 - 2.1.3. Other Office of Refugee Resettlement (ORR) defined eligible immigrants.
 - 2.1.4. Secondary migrants who re-locate to New Hampshire.
- 2.2. The Contractor shall provide services to a minimum of thirty (30) refugee youths.
- 2.3. The Contractor shall develop a Refugee Youth Mentoring (RYM) program that includes, but is not limited to:
 - 2.3.1. An initial needs assessment that identifies the needs and goals of each youth in the program.



Exhibit A

- 2.3.2. An individual plan for each youth in the program, based on the initial needs assessment.
- 2.3.3. Case management for each youth enrolled in the program, which includes, but is not limited to:
 - 2.3.3.1. Documenting and reporting the services that are provided to youth to the Department.
 - 2.3.3.2. Tracking and reporting the progress towards meeting each youth's identified needs and goals to the Department.
- 2.3.4. Recruiting and training mentors to provide support for each youth enrolled in the program.
- 2.4. The Contractor shall match each enrolled youth with a positive adult mentor who will provide personalized support to the youth.
- 2.5. The Contractor shall recruit and train adults to act as mentors for youth in the program, which includes, but is not limited to:
 - 2.5.1. Performing a background check on each prospective mentor, which includes, but is not limited to:
 - 2.5.1.1. A criminal history check.
 - 2.5.1.2. A check for complaints of child abuse.
 - 2.5.2. Training mentors on best practices and techniques to support refugee youth program participants, including cultural competence using guidance provided by the Office of Health Equity (OHE).
- 2.6. The Contractor shall proactively identify eligible youth age through referrals and other means.
- 2.7. The Contractor shall ensure that each mentor completes a New Hampshire Department of Safety Criminal Record Release Authorization (Form ID#DSSP256).
- 2.8. The Contractor shall ensure mentorship activities focus on successful integration into the community, school and work. Activities may include but are not limited to:
 - 2.8.1. -Assisting with development of social and life skills.
 - 2.8.2. Assisting youth with learning American culture
 - 2.8.3. Supporting the youth's cultural heritage.
 - 2.8.4. Providing opportunities for social engagement with peers.
 - 2.8.5. Providing information about opportunities to participate in civic and community services activities.
 - 2.8.6. Supporting youth in learning English, math, and other skills.



Exhibit A

- 2.8.7. Facilitating academic support that includes but is not limited to:
 - 2.8.7.1. Assistance with homework.
 - 2.8.7.2. Assistance with transitions in school, including but not limited to:
 - 2.8.7.2.1. Transition between middle school and high school.
 - 2.8.7.2.2. Transition between high school and post-secondary education.
- 2.8.8. Assisting youth with career development including but not limited to:
 - 2.8.8.1. Skill building.
 - 2.8.8.2. Resume drafting.
 - 2.8.8.3. Worker's rights.
 - 2.8.8.4. Training opportunities.
- 2.8.9. Supporting youth in developing health and financial literacy.
- 2.8.10. Addressing mental health or adjustment concerns through supports and referrals.
- 2.8.11. Providing culturally informed education and orientation to parents of participants.
- 2.9. The Contractor shall develop an incentive program that encourages youth to participate in the RYM program, which may include, but is not limited to:
 - 2.9.1. Paying for registration fees or tuition costs for educational opportunities or vocational apprenticeships.
 - 2.9.2. Providing career development activities.
 - 2.9.3. Providing donated goods, which may include computers.
- 2.10. The Contractor shall document RYM incentive program policy and ensure the program is implemented in a manner that is consistent, and fair to each youth enrolled in the program.
- 2.11. The Contractor shall meet with the Department at regular intervals, as requested by the Department.

3. Staffing

- 3.1. The Contractor shall maintain a diverse staff that reflects the demographics of the population served.
- 3.2. The Contractor shall ensure staff is trained in federal civil rights laws compliance, including, but not limited to, policies and procedures for handling discrimination complaints.



Exhibit A

3.3. The Contractor shall ensure each employee, volunteer and mentor providing services to youths in the program completes the forms as follows:

3.3.1. The State of NH Criminal Background Check form. The Contractor shall:

3.3.1.1. Ensure the form and payments of associated fees are submitted to the Department of Safety for processing.

3.3.1.2. Ensure results received from the Department of Safety are on file, on premises and available to the Department upon request.

4. Reporting

4.1. The Contractor shall provide narrative reports with a summary of project outcomes to the Department by the Trimester Report Due Dates as listed in Subsection 4.2, Table 1.

4.2. Table 1

Reporting Period	Trimester Report Due Date
02/1/2019 – 05/31/2019	06/30/2019
06/1/2019 – 09/30/2019	10/31/2019
10/1/2019 – 1/31/2020	03/1/2020
02/1/2020 – 05/31/2020	06/30/2020
06/1/2020 – 09/30/2020	10/31/2020

5. Performance Measures

5.1. The Contractor shall enroll a minimum of 80% of youth identified as potentially eligible individuals within one (1) month of completing the needs assessment.

5.2. The selected vendor(s) shall match 90% of program participants with mentors.

6. Deliverables

6.1. The Contractor shall begin to provide services beginning no later than ten (10) days after the contract effective date.

6.2. The Contractor shall provide services to a minimum of one hundred fifty (150) youth and their families.

6.3. The Contractor shall recruit and train no less than twelve (12) mentors to participate in the program.

6.4. The Contractor shall develop and submit a corrective action plan for any performance measure not achieved on a monthly basis.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the US Department of Health and Human Services, Federal Office of Refugee Resettlement, Administration for Families and Children, CFDA #93.566, FAIN #1801NHRSOC.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. 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 B-1, Budget through Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The Contractor shall submit a final invoice to the State no later than forty (40) days after the contract completion date identified in Form P-37, Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Barbara.Seebart@dhhs.nh.gov, or invoices may be mailed to:

Department of Health and Human Services
Office of Health Equity
97 Pleasant Street
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.



Exhibit B

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor Name: Victory Women ofcolor
 Budget Request for: 699-2016-000-100170
 Budget Period: July 1, 2016-June 30, 2017

Line Item	Local Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/wages	27,000.00	-	27,000.00	-	-	-	27,000.00	-	27,000.00
2. Employee Benefits	2,700.00	-	2,700.00	-	-	-	2,700.00	-	2,700.00
3. Consultants	8,400.00	-	8,400.00	-	-	-	8,400.00	-	8,400.00
4. Equipment	-	-	-	-	-	-	-	-	-
Recruit	-	-	-	-	-	-	-	-	-
Recruit and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Subscription	1,800.00	-	1,800.00	-	-	-	1,800.00	-	1,800.00
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	1,800.00	-	1,800.00	-	-	-	1,800.00	-	1,800.00
Travel	780.00	-	780.00	-	-	-	780.00	-	780.00
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	375.00	-	375.00	-	-	-	375.00	-	375.00
Auto and Lease	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Rent Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Information/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	8,825.00	-	8,825.00	-	-	-	8,825.00	-	8,825.00
13. Other (assets, debts, contingencies)	-	-	-	-	-	-	-	-	-
Stipends to partners	4,300.00	-	4,300.00	-	-	-	4,300.00	-	4,300.00
Grants to members	3,150.00	-	3,150.00	-	-	-	3,150.00	-	3,150.00
TOTAL	64,250.00	-	64,250.00	-	-	-	64,250.00	-	64,250.00

Shown As A Percent of Direct: 8.9%

New Hampshire Department of Health and Human Services SFY 2021 Budget										
Computer main Victory Women of Water										
Budget Request for SFY 2021-04-01-10/31/21										
Budget Period: July 1, 2020-Sept. 30, 2021										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	8,000.00	-	8,000.00	-	-	-	8,000.00	-	8,000.00	8,000.00
2. Employee Benefits	800.00	-	800.00	-	-	-	800.00	-	800.00	800.00
3. Contraction	2,800.00	-	2,800.00	-	-	-	2,800.00	-	2,800.00	2,800.00
4. Contractors:	-	-	-	-	-	-	-	-	-	-
Person	-	-	-	-	-	-	-	-	-	-
Rent and Maintenance	-	-	-	-	-	-	-	-	-	-
Purchase/Consumption	500.00	-	500.00	-	-	-	500.00	-	500.00	500.00
5. Supplies:	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-
Other	500.00	-	500.00	-	-	-	500.00	-	500.00	500.00
6. Travel	250.00	-	250.00	-	-	-	250.00	-	250.00	250.00
7. Contingency	-	-	-	-	-	-	-	-	-	-
8. Capital Expenses	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-
Person	-	-	-	-	-	-	-	-	-	-
Subscriptions	125.00	-	125.00	-	-	-	125.00	-	125.00	125.00
Asset post/Lease	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-	-
10. Meetings/Conferences	-	-	-	-	-	-	-	-	-	-
11. Rent/Utilities and Utilities	-	-	-	-	-	-	-	-	-	-
12. Subcontract/Services	2,175.00	-	2,175.00	-	-	-	2,175.00	-	2,175.00	2,175.00
13. Other (specify details contractor)	-	-	-	-	-	-	-	-	-	-
Stipends to members	1,430.00	-	1,430.00	-	-	-	1,430.00	-	1,430.00	1,430.00
Incentives to members	1,050.00	-	1,050.00	-	-	-	1,050.00	-	1,050.00	1,050.00
TOTAL	16,750.00	-	16,750.00	-	-	-	16,750.00	-	16,750.00	16,750.00

Computer main
Date: 6/12/2019



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials MG

06/27/14

Page 3 of 5

Date 6/12/2019



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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



- 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.

6/12/2019
Date

Contractor Name:

MARY N. GEORGE
EXECUTIVE DIRECTOR

Name:

Title:

[Signature]



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

6/12/2019
Date

Name: Mary N. Georges
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

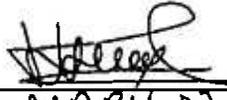
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/12/2019
Date


Name: MARY N. Georges
Title: Executive Director



**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 MG

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:

6/12/2019
Date

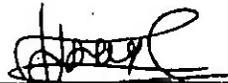

Name: Mary N. Georges
Title: Executive Director

Exhibit G

Contractor Initials MG

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

Date 6/12/2019



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:

6/12/2019
Date

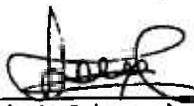

Name: MARY N Georges
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Trinidad Teller
Name of Authorized Representative

Director, Office of Health Equity
Title of Authorized Representative

6/17/19
Date

Victory Women of Vision
Name of the Contractor

[Signature]
Signature of Authorized Representative

MARY N. GEORGES
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

6/12/2019
Date



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

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

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

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

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

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

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

Contractor Name:

6/12/2019
Date

MARY N. GEORGES
Name:
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 063354099
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: <u>Mary Georges</u>	Amount: _____
Name: <u>AZIZA ALI</u>	Amount: _____
Name: <u>Margaret Elorady</u>	Amount: _____
Name: <u>OSCAR MUKTAR</u>	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov