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Lori A. Weaver
Commissioner

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

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August 21, 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 amendments existing contracts with the Contractors listed below, for social services that focus on refugees who have been in the country for five (5) years or less, by exercising a contract renewal option by extending the completion dates from September 30, 2023 to September 30, 2024 and increasing the total price limitation by \$1,047,098 from \$750,386 to \$1,797,484, effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Ascentria Community Services, Inc.	222201	Concord Area	\$555,386	\$746,546	\$1,301,932	O: 12/18/20; item #8 A1: 4/20/22; item #11
Building Community in New Hampshire	228820	Concord, Manchester, and Nashua Areas	\$195,000	\$300,552	\$495,552	O: 12/18/20; item #8 A1: 6/15/22; item #10
Total:			\$750,386	\$1,047,098	\$1,797,484	

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

The purpose of this request is for the Contractors to provide services and activities that promote self-sufficiency for refugees who have arrived in the United States within the past five (5) years. The Federal Office of Refugee Resettlement has made additional funds available to expedite the adjustment and self-sufficiency of Afghan and Ukraine individuals who were evacuated.

The Contractors continue to support recently transitioned refugee families in all aspects required to socially and culturally adapt to life in the United States. Support involves various crucial aspects, such as securing safe and affordable housing for these families, conducting regular home visits, and collaborating on success planning to ensure a smooth transition. The Contractors offer essential orientations for daily living and self-sufficiency training, ensuring that refugee families acquire vital life skills, offer resume services, facilitate job placements, and diligently follow up to ensure sustained employment opportunities and actively engage in job development initiatives in collaboration with potential employers, enabling refugees to find stable work.

The Contractors refer families to medical and mental health professionals, as well as facilitating access to day care services when needed. They prioritize language acquisition by ensuring client access to language classes, a fundamental component of successful integration. Through comprehensive and ongoing orientation, the Contractors guide refugee families in understanding and navigating American systems and cultural norms. Furthermore, they provide transportation training and diligently work to secure reliable transportation options for these families, thereby enhancing their autonomy and mobility within their new community.

Approximately 120 individuals will be served during State Fiscal Years 2024, and 2025.

The Department will continue to monitor services by:

- Ensuring 90% of refugees experience an increase in knowledge and skills, removal of barriers, and access to Contractor services.
- Continuing regular, in-person meetings with the Contractor.
- Requiring the Contractor to submit semi-annual reports outlining project outcomes.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the original agreement, the parties have the option to extend the agreements for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) year available.

Should the Governor and Executive Council not authorize this request, New Hampshire Refugee families will be unable to obtain the social, cultural and professional assistance required in order to succeed in establishing themselves in their communities, potentially leading to lengthier and more difficult periods of assimilation, as well as an increased number of barriers to their familial success.

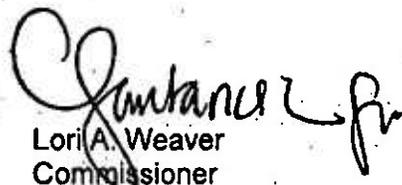
Area served: Statewide.

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

Assistance Listing Number 93.566, FAIN 22G99RSF2/22G992219.

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES - FISCAL DETAILS SHEET
REFUGEE SOCIAL SERVICES - AMENDMENT # 2**

**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)**

Funding Source 1

Ascentria - Vendor 222201 Remit B004

Regular Social Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070006	\$97,500.00	\$0.00	\$97,500.00
2022	102-500731	Contracts for Program Services	95070006	\$148,750.00	\$0.00	\$148,750.00
2023	102-500731	Contracts for Program Services	95070006	\$57,500.00	\$0.00	\$57,500.00
2024	102-500731	Contracts for Program Services	95070006	\$6,250.00	\$101,100.00	\$107,350.00
2025	102-500731	Contracts for Program Services	95070006	\$0.00	\$33,700.00	\$33,700.00
		Sub Total		\$310,000.00	\$134,800.00	\$444,800.00

Funding Source 2

Ascentria - Vendor 222201 Remit B004

Afghan Social Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070022	\$84,390.00	\$0.00	\$84,390.00
2023	102-500731	Contracts for Program Services	95070022	\$131,253.00	\$0.00	\$131,253.00
2024	102-500731	Contracts for Program Services	95070022	\$29,743.00	\$340,055.00	\$369,798.00
2025	102-500731	Contracts for Program Services	95070022	\$0.00	\$30,339.00	\$30,339.00
		Sub Total		\$245,386.00	\$370,394.00	\$615,780.00

Funding Source 3

Ascentria - Vendor 222201 Ren

NEW

Ukraine Social Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	95070028	\$0.00	\$181,014.00	\$181,014.00
2025	102-500731	Contracts for Program Services	95070028	\$0.00	\$60,338.00	\$60,338.00
		Sub Total		\$0.00	\$241,352.00	\$241,352.00

Ascentria Subtotal \$555,386.00 \$746,546.00 \$1,301,932.00

Funding Source 4

BCNH Vendor 228820 Remit B001

Refugee Social Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070006	\$48,750.00	\$0.00	\$48,750.00
2022	102-500731	Contracts for Program Services	95070006	\$65,000.00	\$0.00	\$65,000.00
2023	102-500731	Contracts for Program Services	95070006	\$65,000.00	\$0.00	\$65,000.00
2024	102-500731	Contracts for Program Services	95070006	\$16,250.00	\$101,100.00	\$117,350.00
2025	102-500731	Contracts for Program Services	95070006	\$0.00	\$33,700.00	\$33,700.00
		Sub Total		\$195,000.00	\$134,800.00	\$329,800.00

Funding Source: 5

NEW

BCNH Vendor 228820 Remit B001

Ukraine Social Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	95070028	\$0.00	\$124,314.00	\$124,314.00
2025	102-500731	Contracts for Program Services	95070028	\$0.00	\$41,438.00	\$41,438.00
		Sub Total		\$0.00	\$165,752.00	\$165,752.00

BCNH Subtotal \$195,000.00 \$300,552.00 \$495,552.00

Totals	\$750,386.00	\$1,047,098.00	\$1,797,484.00
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**State of New Hampshire
Department of Health and Human Services
Amendment # 2**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #8), and as amended on April 20, 2022 (Item #11), 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 17; and Exhibit A, Revisions to Standard Contract Provisions, Section 1.2; the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the expiration date of the current contract and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,301,932
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit B, Paragraph 3.3.2, to read:

3.3.2. Ensure Progress Reports are submitted in accordance with the following table and any changes in previously approved work plans or timelines specified in those reports.

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
09/30/2022 – 03/31/2023	04/15/2023
04/01/2023 – 09/29/2023	10/15/2023
09/30/2022 – 03/31/2024	04/15/2024
04/01/2024 – 09/29/2024	10/15/2024

5. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by 100% Federal funds, comprised of:
 - 1.1. Refugee Support Services program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 22G99RSF2/22G992210.

Ascentria Community Services, Inc.

A-S-1.3

Contractor Initials: DS
AM

- 1.2. Refugee Support Services and Set Aides grant, as awarded on November 22, 2022, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
 - 1.3. Refugee Support Services and Set Aides grant, as awarded on May 12, 2023, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
 - 1.4. Refugee Support Services and Set Aides grant, as awarded on July 14, 2023, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
6. Modify Exhibit C, Payment Terms, Section 3, to read:
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-13, Budget (SFY 25) – Amendment #2 (Ukraine Social Services).
 - 3.1. The Contractor must send the Department the following budgets within 30 business days of Governor and Executive Council approval, for Department review and approval:
 - 3.1.1. State Fiscal Year 2024 (October 1, 2023 – June 30, 2024) budgets:
 - 3.1.1.1. Exhibit C-8, Budget (SFY 24) – Amendment #2 (Refugee Social Services)
 - 3.1.1.2. Exhibit C-9, Budget (SFY 24) – Amendment #2 (Afghan Social Services)
 - 3.1.1.3. Exhibit C-10, Budget (SFY 24) – Amendment #2 (Ukraine Social Services)
 - 3.1.2. State Fiscal Year 2025 (July 1, 2024 – September 30, 2024) budgets:
 - 3.1.1.1. Exhibit C-11, Budget (SFY 25) – Amendment #2 (Refugee Social Services)
 - 3.1.1.2. Exhibit C-12, Budget (SFY 25) – Amendment #2 (Afghan Social Services)
 - 3.1.1.3. Exhibit C-13, Budget (SFY 25) – Amendment #2 (Ukraine Social Services)

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

8/31/2023

Date

DocuSigned by:
Reuben Hampton

Name: Reuben Hampton
Title: Director, Office of Health Eq

Ascentria Community Services, Inc.

8/31/2023

Date

DocuSigned by:
Aimee Mitchell

Name: Aimee Mitchell
Title: Chief Comm Services Officer

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

OFFICE OF THE ATTORNEY GENERAL

9/1/2023

Date

DocuSigned by:
Robyn Guarino
740734044941400...
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:

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

Business ID: 652197

Certificate Number: 0006278992



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of July A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Nicholas Sousa, hereby certify that:

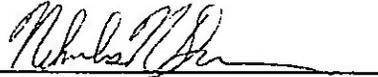
1. I am a duly elected officer of Ascentria Community Services, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on July 12, 2022, at which a quorum of the Directors were present and voting.

VOTED: That Executive Vice President Aimee Mitchell is duly authorized on behalf of Ascentria Community Services, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further are authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in their judgment be desirable or necessary to effect the purpose of this vote.

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

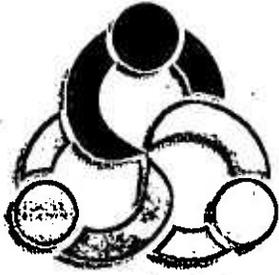
Dated: 8/3/2023

Signature of Elected Officer



Name: Nicholas Sousa

Title: Assistant Corporate Clerk



Ascentria Community Services

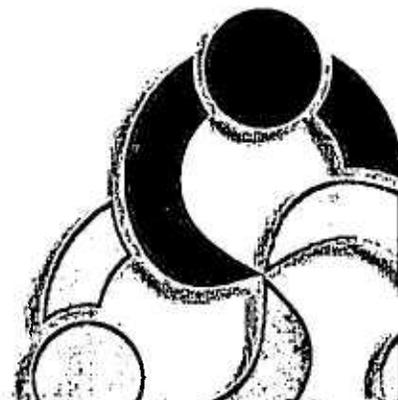
A member of Ascentria Care Alliance

Mission statement:

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

Vision statement:

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



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

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

YEARS ENDED JUNE 30, 2022 AND 2021



CPAs | CONSULTANTS | WEALTH ADVISORS

CEAconnect.com

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary (the Organizations), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Ascentria Community Services, Inc. and Subsidiary, as of June 30, 2022 and 2021, and the related consolidated statements of activities, changes in its net assets, functional expenses and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Ascentria Community Services, Inc. and Subsidiary and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Ascentria Community Services, Inc. and Subsidiary's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Ascentria Community Services, Inc. and Subsidiary's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Ascentria Community Services, Inc. and Subsidiary's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supporting information shown on page 27 is presented for purposes of additional analysis as required by the *Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP)* and is not a required part the consolidated financial statements. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is also presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. The supporting information required by MAAP and the schedule of expenditures of federal awards is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts

January 6, 2023

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

ASSETS	<u>2022</u>	<u>2021</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 2,025,602	\$ 4,380,964
Accounts Receivable, Net of Estimated Uncollectible Accounts	7,645,413	5,193,640
Prepaid Expenses	77,315	100,926
Vehicle Inventory	110,171	133,728
Total Current Assets	<u>9,858,501</u>	<u>9,809,258</u>
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	2,677,292	997,007
PROPERTY AND EQUIPMENT		
Land	45,314	45,314
Building	85,798	85,798
Building Improvements	1,082,718	975,856
Leasehold Improvements	353,467	353,467
Furniture and Equipment	246,311	246,311
Vehicles	459,810	459,810
Equipment Held Under Capital Lease	499,374	499,374
Computer Equipment and Software	147,017	147,017
Total	<u>2,919,809</u>	<u>2,812,947</u>
Less: Accumulated Depreciation	2,161,956	2,031,576
Total Property and Equipment	<u>757,853</u>	<u>781,371</u>
DUE FROM RELATED PARTIES	3,305,910	
OTHER ASSETS		
Deposits	88,885	112,192
Total Other Assets	<u>88,885</u>	<u>112,192</u>
Total Assets	<u>\$ 16,688,441</u>	<u>\$ 11,699,828</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2022 AND 2021

	2022	2021
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	\$ 387,028	\$ 33,943
Accounts Payable	347,347	400,872
Accrued Expenses	1,945,929	1,951,115
Deferred Revenue	3,406,681	434,376
Due to State of Maine	400,035	550,526
Total Current Liabilities	6,487,020	3,370,832
 DUE TO RELATED PARTIES	 -	 1,820,131
 LONG-TERM DEBT, Net of Current Maturities	 368,864	 3,908,861
Total Liabilities	6,855,884	9,099,824
 NET ASSETS (DEFICIT)		
Without Donor Restrictions	7,064,981	1,512,713
With Donor Restrictions	2,767,576	1,087,291
Total Net Assets	9,832,557	2,600,004
Total Liabilities and Net Assets	\$ 16,688,441	\$ 11,699,828

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
NET ASSET REVENUE WITHOUT DONOR RESTRICTION		
Grant and Contract Revenue	\$ 36,431,238	\$ 31,570,797
Program Service Revenue	4,573,932	3,973,733
Federal and State Relief Grant Revenue	1,749,085	856,417
Donated Vehicles	2,099,794	2,467,954
In-Kind Donations	36,118	26,216
Net Assets Released from Restriction Used for Operations	-	43,096
Other Income	<u>136,435</u>	<u>168,412</u>
Total Revenues	45,026,602	39,106,625
EXPENSES		
Salaries and Wages	20,143,580	18,397,039
Employee Benefits	4,442,769	4,106,391
Occupancy Costs	1,977,762	1,918,293
Operating Supplies and Expenses	494,373	368,797
Professional Fees	3,119,062	2,232,650
Garage Expenses	581,563	758,677
Donated Vehicle Expenses	710,400	1,063,000
Client Support Expenses	3,483,488	499,820
Translation Expenses	669,554	943,100
Repairs and Maintenance	431,268	444,249
Travel Expenses	840,137	654,494
Educational Events and Meetings	40,913	20,619
Management Fees	4,513,788	4,558,412
Taxes	542,826	521,856
Recruitment Advertising	1,968	936
Advertising	216,701	210,284
Licenses and Fees	5,045	4,380
Custodial Fees	-	5,438
Insurance	259,805	226,499
Interest	39,525	40,476
Bad Debt Expenses	383,195	39,312
Depreciation and Amortization	<u>130,378</u>	<u>130,027</u>
Total Expenses	43,028,100	37,144,749
OPERATING GAIN	1,998,502	1,961,876
NONOPERATING ACTIVITY		
Gain on Forgiveness of Debt and Accrued Interest	3,553,766	-
Equity Transfers, Net	-	(5,781)
Total Nonoperating Activity	<u>3,553,766</u>	<u>(5,781)</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>\$ 5,552,268</u>	<u>\$ 1,956,095</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2022 AND 2021

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
BALANCE - JUNE 30, 2020	\$ (443,382)	\$ 925,844	\$ 482,462
Increase in Net Assets without Donor Restrictions	1,956,095	-	1,956,095
Change in Beneficial Interest in Net Assets of Related Party	-	204,543	204,543
Net Assets Released from Restrictions - Operations	-	(43,096)	(43,096)
Change in Net Assets	<u>1,956,095</u>	<u>161,447</u>	<u>2,117,542</u>
BALANCE - JUNE 30, 2021	1,512,713	1,087,291	2,600,004
Increase in Net Assets without Donor Restrictions	5,552,268	-	5,552,268
Change in Beneficial Interest in Net Assets of Related Party	-	1,680,285	1,680,285
Change in Net Assets	<u>5,552,268</u>	<u>1,680,285</u>	<u>7,232,553</u>
BALANCE - JUNE 30, 2022	<u>\$ 7,064,981</u>	<u>\$ 2,767,576</u>	<u>\$ 9,832,557</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022

	Program Services					Supporting Services			Total Expenses	
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising		Total Support Services
Salaries and Wages	\$ 992,151	\$ 5,781,772	\$ 2,934,946	\$ 5,751,947	\$ 4,821,573	\$ 20,082,389	\$ 61,191	\$ -	\$ 61,191	\$ 20,143,580
Employee Benefits	213,795	1,450,459	819,336	1,176,142	971,553	4,431,285	11,484	-	11,484	4,442,769
Occupancy Costs	112,220	572,325	500,053	45,264	527,111	1,758,973	220,789	-	220,789	1,977,762
Operating Supplies and Expenses	18,845	144,543	74,512	33,588	109,128	380,416	113,957	-	113,957	494,373
Professional Fees	115,882	457,657	1,353,564	-	1,137,011	3,064,114	54,948	-	54,948	3,119,062
Garage and Vehicle Expenses	579,378	2,187	-	-	-	581,565	-	-	-	581,563
Donated Vehicle Expenses	710,400	-	-	-	-	710,400	-	-	-	710,400
Client Support Expenses	447	32,623	245,546	2,902	3,200,923	3,482,441	1,047	-	1,047	3,483,488
Translation Expenses	-	18,157	4,989	-	648,408	669,554	-	-	-	669,554
Repairs and Maintenance	27,565	40,556	91,753	60,301	192,189	412,364	18,904	-	18,904	431,268
Travel Expenses	223,453	200,563	139,486	25,324	245,901	834,727	5,410	-	5,410	840,137
Educational Events and Meetings	1,844	6,755	14,205	2,578	14,494	39,674	1,239	-	1,239	40,913
Management Fees	-	-	-	-	-	-	4,513,788	-	4,513,788	4,513,788
Taxes	-	551,617	231	10,978	-	542,826	-	-	-	542,826
Recruitment Advertising	323	232	1,232	-	181	1,968	-	-	-	1,968
Advertising	-	-	-	-	-	-	216,701	-	216,701	216,701
Licenses and Fees	-	160	2,576	258	1,051	4,045	1,000	-	1,000	5,045
Insurance	9,741	80,189	49,147	47,075	67,997	255,049	4,756	-	4,756	259,805
Interest	-	-	-	-	-	-	39,525	-	39,525	39,525
Bad Debt Expenses	3,690	1,248	1,838	-	376,419	383,195	-	-	-	383,195
Total Before Depreciation and Amortization	3,009,332	9,321,043	6,033,414	7,157,255	12,111,939	37,632,983	5,264,739	-	5,264,739	42,897,722
Depreciation and Amortization	52,408	1,560	75,410	-	1,000	130,378	-	-	-	130,378
Total Functional Expenses	\$ 3,061,740	\$ 9,322,603	\$ 6,108,824	\$ 7,157,255	\$ 12,112,939	\$ 37,763,361	\$ 5,264,739	\$ -	\$ 5,264,739	\$ 43,028,100

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program Services					Supporting Services			Total Expenses	
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising		Total Support Services
Salaries and Wages	\$ 836,439	\$ 5,322,401	\$ 3,003,900	\$ 5,017,853	\$ 4,082,749	\$ 18,283,342	\$ 133,897	\$ -	\$ 133,897	\$ 18,397,039
Employee Benefits	183,349	1,388,650	619,394	1,074,309	817,262	4,082,964	23,427	-	23,427	4,106,391
Occupancy Costs	97,286	610,342	450,123	42,738	495,027	1,695,516	222,777	-	222,777	1,918,293
Operating Supplies and Expenses	26,575	155,924	64,072	34,258	69,202	350,091	18,706	-	18,706	368,797
Professional Fees	7,745	397,058	1,240,048	-	532,551	2,177,402	55,248	-	55,248	2,232,650
Garage and Vehicle Expenses	758,877	-	-	-	-	758,877	-	-	-	758,877
Donated Vehicle Expenses	1,063,000	-	-	-	-	1,063,000	-	-	-	1,063,000
Client Support Expenses	422	35,341	240,023	3,900	219,695	499,381	439	-	439	499,820
Translation Expenses	-	12,179	303	-	930,618	943,100	-	-	-	943,100
Repairs and Maintenance	38,066	68,404	109,793	61,444	141,295	419,002	25,247	-	25,247	444,249
Travel Expenses	199,944	171,189	60,495	18,608	183,803	654,039	455	-	455	654,494
Educational Events and Meetings	71	4,169	7,778	1,244	3,823	17,085	3,534	-	3,534	20,619
Management Fees	-	-	-	-	-	-	4,558,412	-	4,558,412	4,558,412
Taxes	-	513,471	137	8,181	67	521,856	-	-	-	521,856
Recruitment Advertising	808	-	-	115	-	923	13	-	13	936
Advertising	-	-	-	-	-	-	210,284	-	210,284	210,284
Licenses and Fees	3	160	1,080	250	272	2,345	2,035	-	2,035	4,380
Custodial Fees	-	-	-	-	-	-	-	5,438	5,438	5,438
Insurance	6,283	72,201	42,471	44,228	55,995	221,178	5,321	-	5,321	226,499
Interest	-	-	-	-	-	-	40,476	-	40,476	40,476
Bad Debt Expenses	-	5,342	-	26,862	7,018	39,222	90	-	90	39,312
Total Before Depreciation and Amortization	3,218,668	8,756,831	5,660,197	6,333,990	7,539,437	31,709,123	5,300,181	5,438	5,305,599	37,014,722
Depreciation and Amortization	54,557	2,852	71,618	-	1,000	130,027	-	-	-	130,027
Total Functional Expenses	\$ 3,273,225	\$ 8,759,683	\$ 5,931,815	\$ 6,333,990	\$ 7,540,437	\$ 31,839,150	\$ 5,300,181	\$ 5,438	\$ 5,305,599	\$ 37,144,749

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 7,232,553	\$ 2,117,542
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	130,378	130,027
Bad Debts	383,195	39,312
Gain on Forgiveness of Debt and Accrued Interest	(3,553,766)	-
Change in Beneficial Interest in Net Assets of Related Party	(1,680,285)	(204,543)
(Increase) Decrease in Assets:		
Accounts Receivable	(2,834,968)	(613,973)
Prepaid Expenses	23,611	(15,951)
Deposits	23,307	(10,300)
Beneficial Interest in Net Assets of Related Party	-	48,536
Vehicle Inventory	23,557	(4,835)
Increase (Decrease) in Liabilities:		
Accounts Payable	(53,525)	(420,581)
Accrued Expenses	15,560	320,421
Deferred Revenue	2,972,305	122,529
Due to State of Maine	(150,491)	81,758
Net Cash Provided by Operating Activities	2,531,431	1,589,942
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(106,860)	(13,589)
Net Cash Used by Investing Activities	(106,860)	(13,589)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Long-Term Debt	380,000	3,533,020
Payments on Long-Term Debt	(33,892)	(32,750)
Advanced from Related Parties, Net	(5,126,041)	(1,784,333)
Net Cash Provided (Used) by Financing Activities	(4,779,933)	1,715,937
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,355,362)	3,292,290
Cash and Cash Equivalents - Beginning of Year	4,380,964	1,088,674
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 2,025,602	\$ 4,380,964
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	\$ 39,525	\$ 40,476
SUPPLEMENTAL DISCLOSURE OF NONCASH FINANCING ACTIVITY		
Forgiveness of Debt and Accrued Interest	\$ 3,553,766	\$ -

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Ascentria Community Services, Inc. (ACS) and Ascentria Community Care, Inc. (ACC) (collectively, the Organizations) are corporations exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. ACS is the sole corporate member of ACC. Ascentria Care Alliance, Inc. (Ascentria) is a sole corporate member of ACS and also serves as the management agent.

The Organizations provide the following programs:

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

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

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

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

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

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

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

Basis of Consolidation

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

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Inventory

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

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

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

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

Property and Equipment

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

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

Property and Equipment (Continued)

Absent explicit donor stipulation about how long those assets must be maintained, expiration of donor restrictions are reported when the donated or acquired long-lived assets are placed into service. Depreciation is computed using the straight-line method over the estimated useful life of the assets.

Related Party Loans Receivable

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

The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organizations determine the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as recovery in the year of receipt. The Organizations determined that all related party loans receivable are fully collectible as of June 30, 2022 and 2021.

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

All of the Organization's Beneficial Interest in Net Assets of Related Parties are measured at Level 3, as outlined in Note 12.

Net Assets

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

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

Net Assets with Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met either by actions of the Organizations and/or the passage of time. Other donor-imposed restrictions are perpetual in nature when the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Net assets with donor restrictions consist of \$2,677,292 and \$997,007 for beneficial interest in net assets of related party and \$90,284 other program restrictions for the years ended June 30, 2022 and 2021, respectively. There were no net assets invested in perpetuity as of June 30, 2022 and 2021.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

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

Contract and Grant Revenue

The Organizations derive revenues through cost-reimbursable and unit rate federal and state contracts and grants, which are conditional grants based on certain performance requirements and/or the incurrence of allowable qualifying expenses. Accordingly, the Organizations are subject to the regulations and reporting requirements of the applicable governmental and grantor agencies. Amounts received are recognized as earned and are reported as revenue when the Organizations have incurred expenditures in compliance with specific contract or grant provisions. As of June 30, 2022 and 2021, there was \$10,219,967 and \$2,942,937, respectively, of conditional contributions that have yet to be recognized in the consolidated financial statements.

Donated Services

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

Donated Vehicle Revenue

Donated vehicle revenue includes vehicles that will be repaired and delivered to program participants. They are valued based on the average contract reimbursement rate for the reporting period. Additionally, donated vehicle revenue includes donated vehicles that do not meet the needs of program participants. These vehicles are sold at auction and valued based on average proceeds for the reporting period. Vehicle auction revenue is recognized at a point in time when the item is sold. As of June 30, 2022 and 2021, there was \$1,412,950 and \$1,400,120, respectively, included in donated vehicles on the consolidated statement of activities.

Federal and State Relief Grant Revenue

During 2022 and 2021, the Organizations received federal and state grants to provide funding to respond to the COVID-19 pandemic. The Organizations received payments from the CARES Act Provider Relief Fund (PRF), which is administered by the U.S. Department of Health and Human Services (HHS). The Organizations received PRF payments and recognized revenue in the amount of \$296,858 and \$587,171 during fiscal year 2022 and 2021, respectively. The revenues recognized are included in Federal and State Relief Grant Revenue on the consolidated statements of activities. The PRF payments have terms and conditions that the Organizations are required to follow, and these funds are subject to reporting requirements and audit. The PRF payments are subject to potential recoupment by HHS if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2022.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

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

Federal and State Relief Grant Revenue (Continued)

The Organizations received payments from the state of New Hampshire, which is administered by the Governor's Office for Emergency Relief and Recovery (GOFERR). The Organizations received payments and recognized revenue in the amount of \$172,112 during the fiscal years 2021. The revenues recognized are included in Federal and State Relief Grant Revenue on the consolidated statements of activities. The payments have terms and conditions that the Organizations are required to follow, and these funds are subject to reporting requirements and audit. The payments are subject to potential recoupment by GOFERR if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2022.

The Organizations received payments from the state of New Hampshire, which is administered by the Division of Medicaid Services. The organization received payments of \$2,427,047 and recognized revenue in the amount of \$647,374 during the fiscal year end 2022. The revenues recognized are included in the Federal and State Relief Grant Revenue on the consolidated statements of activities. Amounts received but not year recognized are included in deferred revenue on the statement of financial position. The payments have terms and conditions that the Organizations are required to follow, and these funds are subject to reporting requirements and audit. The payments are subject to potential recoupment by the Department if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2022.

The Organizations received payments from the state of Maine, which is administered by the Office of MaineCare Services. The organization received payments of \$980,509 and recognized revenue in the amount of \$716,660 during the fiscal year end 2022. The revenues recognized are included in the Federal and State Relief Grant Revenue on the consolidated statements of activities. Amounts received but not year recognized are included in deferred revenue on the statement of financial position. The payments have terms and conditions that the Organizations are required to follow, and these funds are subject to reporting requirements and audit. The payments are subject to potential recoupment by the Department if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2022.

Additionally, the Organizations recognized payments from the Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS) of \$88,193 and \$97,134, respectively, as revenues as of June 30, 2022 and 2021. The revenues recognized are included in Federal and State Relief Grant Revenue on the consolidated statement of activities.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

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

Program Service Revenue

To determine revenue recognition for the arrangements that the Organizations considers within the scope of Topic 606, the Organizations performs the following five steps: (1) identify the contract(s) with a customer, (2) identify the performance obligation(s) in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligation(s) in the contract, and (5) recognize revenue when the Organizations satisfy a performance obligation. Program service revenue is from private pay services, translation services, and interpretation services. Program service revenue is recognized as customer services are provided over time. Payments received in advance of services are reported as deferred revenue.

The Organizations contract receivables and liabilities related to exchange transactions were as follows:

	<u>2022</u>	<u>2021</u>
Beginning Balance, Contract Receivables	\$ 914,227	\$ 1,098,300
Ending Balance, Contract Receivables	1,384,711	914,227

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs paid for by the Organizations amounted to \$180,583 and \$184,067 for the years ended June 30, 2022 and 2021, respectively. Contributions of advertising are recorded at the estimated fair value on the date of the contribution. The Organizations received contributions of advertising estimated to have a value of \$36,118 and \$26,216 for the years ended June 30, 2022 and 2021, respectively.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

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

Income Taxes

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

Fair Value Measurements

In accordance with professional standards, assets and liabilities measured and recorded at fair value are required to be categorized into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value.

The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities measured and recorded at fair value by the Organizations are categorized as follows:

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

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

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2022 and 2021.

Change in Accounting Principles

The Financial Accounting Standard Board (FASB) issued ASU 2020-07 *Not-for-Profit Entities* (Topic 958): *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires nonprofits to present contributed nonfinancial assets and gifts-in-kind as a separate line item on the consolidated statement of activities. Additionally, gifts-in-kind are to be disaggregated into categories based on the type of gift received and additional qualitative disclosures. The ASU is effective for fiscal years beginning after June 15, 2021. The Organization's consolidated financial statements reflect the application of ASU 2020-07 using a retrospective approach to each presented period.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

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

New Accounting Pronouncements

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

Subsequent Events

In preparing these consolidated financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through January 6, 2023, the date the consolidated financial statements were available to be issued.

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party

The Organizations record beneficial interest in assets that are held by Ascentria in the amount of \$2,677,292 and \$997,007 at June 30, 2022 and 2021, respectively. For the years ended June 30, 2022 and 2021, the Organizations had a loan payable, included in accrued expenses, to the fund totaling \$340,524 for both years ending June 30, 2022 and 2021. Contributed assets are transferred to Ascentria by either the donor or the Organizations with the approval of Ascentria. The donors did not grant variance power to Ascentria.

NOTE 3 RELATED PARTY TRANSACTIONS

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

- The Organizations are charged annually by Ascentria for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$4,432,496 and \$4,558,412 for the years ended June 30, 2022 and 2021, respectively. These expenses have been included on the consolidated statements of activities under the caption Management Fees. In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations.
- In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$- and \$5,438 for the years ended June 30, 2022 and 2021, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

- The Organizations have various office space rentals to and from related parties and vehicle rentals from related parties. Rental revenue from related parties amounted to \$123,101 and \$122,592 for the years ended June 30, 2022 and 2021, respectively. Office space and vehicle related party rents amounted to \$394,307 and \$371,039 for the year ended June 30, 2022 and 2021, respectively.

Related party loans that bear no interest and have no fixed repayment terms, are as follows:

	<u>2022</u>	<u>2021</u>
Due from Related Parties:		
Ascentria Care Alliance, Inc.	\$ 3,305,910	\$ -
Total	<u>\$ 3,305,910</u>	<u>\$ -</u>
	<u>2022</u>	<u>2021</u>
Due to Related Parties:		
Ascentria Care Alliance, Inc.	\$ -	\$ 1,820,131
Total	<u>\$ -</u>	<u>\$ 1,820,131</u>

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution plan (the Plan) qualifying under IRC Section 403(b) maintained by Ascentria. The Plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organizations had no pension costs charged to operations or contributions to the plan during the years ended June 30, 2022 and 2021.

NOTE 5 ACCOUNTS RECEIVABLE

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

	<u>2022</u>	<u>2021</u>
Accounts Receivable - Program Services	\$ 8,057,869	\$ 5,248,189
Less: Allowance for Doubtful Accounts	(412,456)	(54,549)
Accounts Receivable, Net	<u>\$ 7,645,413</u>	<u>\$ 5,193,640</u>

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states, through which funding was received, include Massachusetts, New Hampshire, and Maine. Approximately 87% and 84% of the Organizations' revenue was received from state and federal agencies directly or via pass through for the years ended June 30, 2022 and 2021, respectively.

Beneficial Interest in Net Assets of Related Party

The Organizations' unsecured gifts, held by a related party, amounted to \$2,677,292 and \$997,007 at June 30, 2022 and 2021, respectively.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$7,643,538 and \$5,193,640 at June 30, 2022 and 2021, respectively. 43% of the Organization's receivables at June 30, 2022 are due from a related party.

NOTE 7 PROPERTY AND EQUIPMENT

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

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

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$130,378 and \$130,027 for the years ended June 30, 2022 and 2021, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 8 MAINE MEDICAID LIABILITY

ACS provides services for Medicaid eligible individuals under terms of costs-based contracts with the state of Maine. Accordingly, ACS provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the state of Maine accepts the cost report. The amount of the estimated liability was approximately \$400,000 and \$550,000 for the years ended June 30, 2022 and 2021, respectively. Adjustments to these estimates are reflected on the consolidated statement of activities under the caption Grant and Contract Revenue to the extent not previously recorded in the year the final settlement information becomes available to management.

NOTE 9 LONG-TERM DEBT

On March 19, 2021, ACS and ACC each received a loan in the amount of \$2,518,900 and \$1,014,120, respectively, to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The PPP Loans bear interest at a fixed rate of 1.0% per annum, with the first six months of interest deferred, has a term of five years, and is unsecured and guaranteed by the U.S. Small Business Administration. Payment of principal and interest is deferred until the date on which the amount of forgiveness is remitted to the lender or, if the Organizations fail to apply for forgiveness within 10 months after the covered period, then payment of principal and interest shall begin on that date. These amounts may be forgiven subject to compliance and approval based on the timing and use of these funds in accordance with the program. The covered periods from March 2021 to September 2021, is the time that a business has to spend their PPP Loan funds. In September and November 2021, the Organization obtained full formal forgiveness from the SBA for their PPP Loans and their associated accrued interest. The SBA may review funding eligibility and usage of funds for compliance with program requirements based on dollar thresholds and other factors. The amount of liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the Organization's financial position.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 9 LONG-TERM DEBT (CONTINUED)

The Organizations are liable on long-term debt at June 30, 2022 and 2021 as follows:

<u>Description</u>	<u>2022</u>	<u>2021</u>
<u>Note Payable</u>		
Term note payable to Cambridge Trust Company face amount \$380,000, due June 30, 2032, secured by business assets, payable in monthly payments of principal plus interest through maturity, commencing July 29, 2022. Interest rate is fixed at 5.27% annually.	\$ 380,000	\$ -
Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is fixed at 7.105% annually.	\$ 146,737	\$ 165,537
Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by ACS at two locations, and guaranteed by Ascentria, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670.	229,155	244,247
Paycheck Protection Program note payable to People's United Bank, totaling \$3,533,020 for both ACS and ACC, bearing interest at 1.00%, due May 2026, subject to forgiveness by the U.S. Small Business Administration if certain performance barriers are met.	-	3,533,020
Total Long-Term Debt	755,892	3,942,804
Less: Current Maturities	(387,028)	(33,943)
Long-Term Debt, Net of Current Maturities	<u>\$ 368,864</u>	<u>\$ 3,908,861</u>

In July 2022, the Organizations paid off the term note payable and mortgage payable to Bank of America.

The agreement with Cambridge Trust Company includes a covenant to maintain a debt service coverage ratio, as defined in the agreement, of at least 1.10. The Organization believes that it has met the required ratio at June 30, 2022.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 9 LONG-TERM DEBT (CONTINUED)

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 387,028
2024	11,468
2025	12,150
2026	12,815
2027	13,517
Thereafter	318,914
Total	<u>\$ 755,892</u>

Interest charged to operations for the above long-term debt amounted to \$39,525 and \$40,476 for the years ended June 30, 2022 and 2021, respectively.

NOTE 10 OPERATING LEASES

The Organizations lease land, buildings, equipment, and motor vehicles under various operating lease agreements with terms of one to three years. Total rent and related expenses amounted to \$1,061,974 and \$1,069,523 for the years ended June 30, 2022 and 2021, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 446,252
2024	151,270
2025	5,316
Total	<u>\$ 602,838</u>

NOTE 11 CONTINGENCIES

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

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 11 CONTINGENCIES (CONTINUED)

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. For the year ended June 30, 2021, the outstanding balance was \$2,290,000. Effective June 2022, the Organizations and subsidiaries entered into a line of credit agreement and a term note payable with a financial institute and paid off the previous line of credit balance.

The term note payable has a balance of \$2,100,000 and resides on the books of a related party as of June 30, 2022. All borrowers are jointly and severally liable for payment of the debt which is due June 30, 2027. The note is secured by certain assets, payable in monthly payments of principal plus interest through maturity, commencing on July 29, 2022. Interest rate is fixed at 5.06% annually. The line of credit has a limit of \$1,900,000 with a variable rate of interest of the Wall Street Journal published U.S. Prime Rate, with a floor of 3.25%. The rate was 4.75% at June 30, 2022. The line is collateralized by various business assets. There was no balance on the line of credit at June 30, 2022. The agreements include a covenant to maintain a debt service coverage ratio, as defined in the agreement, of at least 1.10. The Organization believes that it has met the required ratio at June 30, 2022.

The Organization is subject to legal proceedings and claims that arise in the ordinary course of business. In the opinion of management, the ultimate resolution of these matters is not expected to have a material adverse effect on the Organization's financial position, results of operations or liquidity.

NOTE 12 FAIR VALUE MEASUREMENT

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

The following tables present the Organizations' fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2022 and 2021:

	2022			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 2,765,807	\$ -	\$ -	\$ 2,765,807
Total	<u>\$ 2,765,807</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,765,807</u>

	2021			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 997,007	\$ -	\$ -	\$ 997,007
Total	<u>\$ 997,007</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 997,007</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 12 FAIR VALUE MEASUREMENT (CONTINUED)

The following table provides a summary of changes in fair value of the Organizations' Level 3 financial assets for the years ended June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Contributions	\$ 1,680,285	\$ 204,543
Payments	-	(43,096)

Since these funds are held by a third party that pools the Organizations' interest with other related organization's assets, management has determined that the inputs are unobservable and therefore, valued using a Level 3 methodology. The principal valuation technique is the fair value of the underlying investments and the unobservable input is the term of distributions.

NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY

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

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

	<u>2022</u>	<u>2021</u>
Cash and Cash Equivalents	\$ 2,025,602	\$ 4,380,964
Accounts Receivable, Net	7,645,413	5,193,640
Total Financial Assets	9,671,015	9,574,604
Donor-Imposed Restrictions	(90,284)	(90,284)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 9,580,731</u>	<u>\$ 9,484,320</u>

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

NOTE 14 COVID-19 IMPACT

In 2020, the World Health Organization declared the spread of Coronavirus (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. In response to the pandemic and in an effort to supplement lost revenues and support increased costs incurred to secure personal protective equipment, the federal and state governments issued stimulus payments to the Organizations. See Note 1 for information on funding received by the Organizations in 2022.

COVID-19 may also impact various parts of the Organizations' 2022 operations and financial results including but not limited to additional costs for emergency preparedness, disease control and containment, potential shortages of personnel, or loss of revenue due to reductions in certain revenue streams. Management believes that the Organizations are taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as of June 30, 2022.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF DEPARTMENT AGREEMENTS
YEAR ENDED JUNE 30, 2022**

<u>Department Office</u>	<u>Agreement Number</u>	<u>Agreement Amount</u>	<u>Agreement Period</u>	<u>Agreement Service</u>	<u>Agreement Status</u>	<u>Federal Expenses</u>	<u>State Expenses</u>	<u>Total Department Expenses</u>
DHHS:								
DPS	ADS-21-2572A	\$ 47,580	7/1/2021 - 06/30/2022	Rental Subsidy	Final	\$ -	\$ 46,206	\$ 46,206
DPS	MH2-22-518	45,709	7/1/2021 - 06/30/2022	Community Integration	Final	-	30,367	30,367
Total						\$ -	\$ 76,573	\$ 76,573

Disclosures:

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2022**

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Pass-Through Agency/Grantor	Pass-Through Entry ID Number	Federal Expenditures	Amounts Provided to Subrecipients
DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.586	Commonwealth of Massachusetts Department of Children & Families	Various	\$ 1,848,945	\$ -
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.586	Commonwealth of Massachusetts Office of Refugee and Immigrants	Various	502,858	224,807
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.586	State of New Hampshire	Various	174,072	-
Subtotal AL #93.586				<u>2,525,875</u>	<u>224,807</u>
Unaccompanied Alien Children Program	93.676	Lutheran Immigration and Refugee Services	Various	1,221,748	-
Unaccompanied Alien Children Program	93.676	Church World Services	902U0400	1,577	-
Unaccompanied Alien Children Program	93.676	Vars Institute for Justice	14000427C00008	144,014	-
Subtotal AL #93.676				<u>1,367,339</u>	<u>-</u>
Medical Assistance Program	93.MEDICAID	State of New Hampshire	N/A	847,374	-
Medical Assistance Program	93.MEDICAID	Southern New Hampshire Health System	N/A	79,385	-
Medical Assistance Program	93.MEDICAID	State of Maine Home and Community Based Services	N/A	716,895	-
Subtotal AL# 93.MEDICAID				<u>1,643,654</u>	<u>-</u>
Refugee and Entrant Assistance Wisconsin/Fish Program	93.583	State of New Hampshire - Office of Health Equity	N/A	85,868	-
Refugee and Entrant Assistance Discretionary Grants	93.578	Church World Services	Various	121,381	-
Refugee and Entrant Assistance Discretionary Grants	93.578	State of New Hampshire - Office of Health Equity	Various	43,914	-
Refugee and Entrant Assistance Discretionary Grants	93.578	Lutheran Immigration and Refugee Services	Various	80,163	-
Subtotal AL #93.578				<u>225,458</u>	<u>-</u>
COVID-19 Provider Relief Fund and American Rescue Plan (ARP) Rural Distribution	93.486	N/A	N/A	771,835	-
Total Department of Health and Human Services				<u>6,428,631</u>	<u>224,807</u>
DEPARTMENT OF AGRICULTURE					
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	Commonwealth of Massachusetts Department of Public Health	CT WEL 44003064 LBS 0001A	342,411	-
Farm to School Grant Program	10.575	N/A	N/A	27,435	-
Total Department of Agriculture				<u>369,846</u>	<u>-</u>
DEPARTMENT OF JUSTICE					
Crime Victim Assistance	16.575	Commonwealth of Massachusetts - Office of Victims Assistance	VOCA2017ACSH00000000	112,732	-
Services for Trafficking Victims	16.530	N/A	N/A	207,629	-
Total Department of Justice				<u>320,361</u>	<u>-</u>
DEPARTMENT OF TREASURY					
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Commonwealth of Massachusetts Department of Children & Families	00062022COVID19RE LUF	70,318	-
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	State of New Hampshire - NH Housing Finance Authority		8,449	-
Subtotal AL #21.027				<u>78,767</u>	<u>-</u>
Total Department of Treasury				<u>78,764</u>	<u>-</u>
DEPARTMENT OF STATE					
U.S. Refugee Admissions Program	16.510	Lutheran Immigration and Refugee Services	Various	732,012	-
U.S. Refugee Admissions Program	16.510	Church World Services	Various	784,778	-
Subtotal AL #16.510				<u>1,496,790</u>	<u>-</u>
Total Department of State				<u>1,496,790</u>	<u>-</u>
DEPARTMENT OF EDUCATION					
Adult Education - Basic Grants to States	84.002	New Hampshire Department of Education	project #87101	107,224	-
Rehabilitation Services Vocational Rehabilitation Grants to State	84.138	Massachusetts Rehabilitation Commission	SCMRC2007ASCENFY1700	284,874	-
Total Department of Education				<u>392,098</u>	<u>-</u>
Total Federal Awards				<u>\$ 9,678,190</u>	<u>\$ 224,807</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2022**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Ascentria Community Services, Inc. and Subsidiary under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Ascentria Community Services, Inc. and Subsidiary.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities, changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 6, 2023.

Report on Internal Control Over Financial Reporting

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

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

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Report on Compliance and Other Matters

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

Purpose of This Report

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
January 6, 2023



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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Ascentria Community Services, Inc. and Subsidiary's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Ascentria Community Services, Inc. and Subsidiary's major federal programs for the year ended June 30, 2022. Ascentria Community Services, Inc. and Subsidiary's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Ascentria Community Services, Inc. and Subsidiary complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Ascentria Community Services, Inc. and Subsidiary and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Ascentria Community Services, Inc. and Subsidiary's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Ascentria Community Services, Inc. and Subsidiary's federal programs.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Ascentria Community Services, Inc. and Subsidiary's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Ascentria Community Services, Inc. and Subsidiary's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Ascentria Community Services, Inc. and Subsidiary's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Ascentria Community Services, Inc. and Subsidiary's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Ascentria Community Services, Inc. and Subsidiary's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2022-001. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on Ascentria Community Services, Inc. and Subsidiary's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. Ascentria Community Services, Inc. and Subsidiary's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify certain a deficiency in internal control over compliance that we consider to be significant deficiency.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2022-001 to be significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on Ascentria Community Services, Inc. and Subsidiary's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Ascentria Community Services, Inc. and Subsidiary's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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



CliftonLarsonAllen LLP

Boston, Massachusetts
January 6, 2023

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022

Section I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal Control over Financial Reporting:

- Material weakness(es) identified? yes X no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? yes X none reported

Noncompliance material to financial statements noted? yes X no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? yes X no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? X yes none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are to be reported in accordance with 2 CFR 200.516(a)? X yes no

Identification of Major Federal Programs

19.510	U.S. Refugee Admissions Program Medical Assistance Program Provider Relief Fund (PRF) and American Rescue Plan (ARP) Rural Distribution
93.778	
93.498	

Dollar threshold used to distinguish between Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee? X yes no

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2022**

Section II – Financial Statement Findings

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

Section III – Findings and Questioned Costs – Major Federal Programs

2022 – 001

Federal agency: U.S. Department of State

Federal program title: U.S. Refugee Admissions Program

Assistance Listing Number: 19.510

Pass-Through-Agency: Lutheran Immigration and Refugee Service

Pass-Through Number(s): Various

Award Period: 10/1/2020-9/30/2021 and 10/1/2021-9/30/2022

Type of Finding: Other Matters; Significant Deficiency on Internal Control over Compliance

Criteria or specific requirement: The Organization is required to have documented procurement procedures that reflect applicable state, local, and tribal laws and regulations, and your procurements must conform to federal law and procurement standards.

Condition: The Organization does not have a documented procurement policy in accordance with applicable standards.

Context: In connection with the audit, the Organization's policies were reviewed for compliance with federal law and procurement standards.

Cause: The Organization has not updated policies in accordance with federal law and procurement standards.

Effect: The Organization is not in compliance with federal law and procurement standards.

Repeat Finding: No

Recommendation: It is recommended that the Organization implement a procurement policy in compliance with Uniform Guidance and other applicable standards.

Views of responsible officials: There is no disagreement with the audit finding.



Ascentria
CARE ALLIANCE

Board of Directors 2023 **

Last Name	First Name	Title(s)	Corporate Officers (current only)	Board & Cmte Officers (current only)
Jenoure	Frederic	Director		Board Chair
Cowlagi	Ashish	Director		Board Secretary
Goodman	Ross	Director		Board Vice Chair
Bartholomew	Alexander	Director		Finance Co-Chair & Board Fin Sec'y
Robertson	Keith	Director		Governance Co-Chair
Mayo	William	Director		Immediate Past President
Campbell	Marybeth	Director		
Fisher	Charran	Director		
Gibbs	Brain	Director		
Jackson	Debora	Director		
Luster	Stacey	Director		
Ruhe	Barbara	Director		
Schmidt	Peter	Director		
Bovill	Angela	CEO Director	President	
Mitchell	Aimee	Chief Community Services Officer	Executive Vice President	
Wade	Jeanette	Chief Ops Officer Chief Fin Officer	Executive Vice President	
Bettigole	Michelle	Chief Senior Care Officer	Executive Vice President	
Sousa	Nicholas	EA Community Svcs & Operations	Assistant Clerk / Secretary	
Browne	Tara	Manager of Exec. Assistants	Corporate Clerk / Secretary	
Russo	Nicholas	Senior Director of Treasury	Treasurer	

11 Shattuck Street, Worcester, MA 01605

** The Ascentria Community Services is a subsidiary of Ascentria Care Alliance and is governed by the Ascentria Care Alliance Board of Directors.

Rachel Merrill

Qualifications

More than six years of supervisory experience. Over 16 years of nonprofit experience with program and project management expertise. Former member of an Ascentria Neighborhood Support Team (NST). Experience resettling refugees and managing volunteers. Passionate about human potential. Former grant writer. Raised \$1.5 million for Heifer International in FY21; \$1.7 million in FY22. Increased Heifer team revenue from FY20-21 by \$2.5 million dollars. History of co-creating and facilitating successful donor events with the Senior Director of Philanthropy. Author of *I Sang Anyway: A Stepmom's Spiritual Memoir of Healing*.

Skills & Abilities

- Creative and intuitive
- Skilled at building relationships
- Policy manual creation
- Ability to work with all personality types
- Engaging, diplomatic communication skills
- Entrepreneurial and innovative
- Leader of guided meditation
- Video editing

Relevant Employment History

Horizon: Empower the Orphaned

Major Gifts Consultant/Remote

March 2023 – May 2023

- As a remote strategic advisor to the CEO and the Director of Development, I shared recommendations for improving Horizon's fundraising department.

Heifer International

Donor Relationship Manager/Remote

July 2019 – January 2023

- Inspiring giving by mass market individual donors through personalized acknowledgement and stewardship;
- Mobilizing faith communities, schools, small businesses, and community groups through engagement and recognition; and
- Equipping a network of volunteers for outreach and fundraising

Community Engagement Coordinator/Remote

December 2018 – June 2019

- Marketing and fundraising with community organizations
- Recruiting, training, and supervising volunteers across New England

Southern NH Services contracted to the State of New Hampshire

Field Support Manager/Concord, NH

February 2015 – December 2018

- Managed a team of 14 Employment Counselor Specialists across the state who coached welfare clients to find employment. Many of the clients experienced mental health issues, substance use, and/or domestic violence.
- Assisted in the development of the Field Workers' Guide, a policy and procedures manual for Employment Counselors

Job Development Program Manager/Manchester, NH

October 2012 – February 2015

Rachel Merrill

- Managed a team of 14 job developers who assisted welfare clients with obtaining subsidized employment
- Worked with corporations to promote the NH Employment Program
- Created online Policy Manual for services provided at the Workplace Success Career Centers located throughout the state

Employment Counselor Specialist/Concord, NH

November 2009 – October 2012

- Counseled welfare clients in obtaining employment
- Adhered to federal regulations governing the administration of services and approval of supports

Manchester Community Resource Center

Job Readiness Instructor/Manchester, NH

March 2009 – October 2009

- Prepared refugees and immigrants for employment in the United States.

World Affairs Council of NH

Executive Assistant/Manchester, NH

November 2008 – March 2009

- Managed office administrative duties, all membership inquiries, and correspondence with donors.
- Assisted Executive Director with planning and hosting foreign affairs events at Southern NH University.

Life & Water Development Group – Cameroon

May 2008 – May 2009

Grant Writer/Remote

- Wrote the international funding proposal for the Kentzou Water Project.
- Advocated for Cameroonian women group's involvement.
- Ensured installment of over 200 bio-sand filters (BSFs) that reduced water-related illness in the community by 50%.

International Institute of NH

Intern/Manchester, NH

September 2007 – February 2008

- Resettled refugees. Assisted refugees with resume writing and applying for jobs.

Education

Association for Fundraising Professionals

Certificate in Fundamentals in Fundraising/2021

eCornell

Certificate in Financial Success for Nonprofits/2020

SIT Graduate Institute/Brattleboro, VT

MA in Social Justice in Intercultural Relations/2008

Concentration in Community Development and Social Action

Concordia College/Moorhead, MN

BA in French/2004

Minors in English Writing and Religion

Semester in Rennes, France

Grace Denney

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Work Experience

- **2018-2021** *Childcare provider- Gives excellent service that includes caring for children with medical conditions. Able to care for multiple children at the same time while being watchful, fun, and assertive.*
- **June 2019-March 2020** *Assistant Teacher at Heavenly Sonshine Preschool - Watched over and cared for children ages 1-12. Mostly worked with preschoolers aged 3-5, but also with school-aged kids 7-12. Cleaned up classrooms and play spaces, made sure kids were entertained, and guided them to clean up after themselves all while still being a silly, kind, outgoing teacher. Laid off due to preschool closing permanently because of COVID-19.*
- **June 2021- August 2021** *Employee at TjMaxx- Put clothes back on their racks, was put in charge of dressing rooms, checked out customers, organized the store, and helped customers find what they were looking for.*
- **May 2022-September 2022** *Front desk worker at TownePlace Suites by Marriott. Checked customers in and out, helped with customer service as was needs, answered phone calls, and did cleaning.*

Activities

- *Involved in community theater (8 years)*
- *Writing internship at Laconia Daily Sun*
- *Writing internship at Under the Madness Magazine*

Volunteer Experience

- *Worked 50 hours for one week hosting a theater festival at Gilford High School*

- *Picked up trash for 3 hours on campus for Earth Day 2033*
- *Took a community service freshman year of college and did the following:*
 - *Helped kids pick apples and make apple cider*
 - *Moved and stacked logs*
 - *Cleaned a swamp/field of trash*

Education

- *Graduated from Gilford High School in June 2021*
- *Began attending Colby-Sawyer College in fall of 2021 to major in Creative and Professional Writing, and is set to graduate in 2025*

References



Ascentria Community Services, Inc.
Services for Older Refugees

Key Personnel (SFYs 2024-25)

Name	Job Title	Salary Amount (or Percentage) Paid from this Contract
Rachel Merrill	Program Manager	\$1,631
TBD	Business Manager	\$1,489
Grace Denny	Administrative Assistant	\$2,288
TBD	Coordinator	\$4,355
TBD	Resettlement Navigator	\$,7176



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

Lori A. Shilbinette
Commissioner

Lori A. Weaver
Deputy Commissioner

April 5, 2022

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

REQUESTED ACTION

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

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

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Svc	95070006	\$146,250	\$0	\$146,250
2022	102-500731	Contracts for Program Svc	95070006	\$195,000	\$18,750	\$213,750
2023	102-500731	Contracts for Program Svc	95070006	\$48,750	\$25,000	\$73,750
2024	102-500731	Contracts for Program Svc	95070006	\$0	\$6,250	\$6,250
			Subtotal	\$390,000	\$50,000	\$440,000

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

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

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

DocuSigned by:
Lori A. Shibinette
24BAB37EDDEB488...

Lori A. Shibinette
Commissioner

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

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

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

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

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

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

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

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previously approved work plans or timelines are specified in thereports.

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

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

1. This Agreement is funded by:

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

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

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

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

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

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

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

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

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

State of New Hampshire
Department of Health and Human Services

4/4/2022

Date

DocuSigned by:

Ann H. Landry

24BAB37E0BFB488

Name: Ann H. Landry

Title: Associate Commissioner

Ascentria Community Services Inc.

4/4/2022

Date

DocuSigned by:

Aimee Mitchell

70B2CC3A777C9C

Name: Aimee Mitchell

Title: Chief Community Services Officer

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

OFFICE OF THE ATTORNEY GENERAL

4/5/2022

Date

DocuSigned by:
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 C-2 Amendment # 1 Budget

New Hampshire Department of Health and Human Services											
Bidder Name: Accurate Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/21 - 6/30/22											
Line Item	Description	Total Program Cost Ask			Contractor Share / Match			Funded by DHRH General Share			
		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1	Cost Reimbursement	25,175		25,175				25,175		25,175	
2	Consultants	1,071		1,071				1,071		1,071	
3	Equipment										
4	Personal										
5	Repair and Maintenance										
6	Purchased Equipment										
7	Supplies	1,818		1,818				1,818		1,818	
8	Travel	4,005		4,005				4,005		4,005	
9	Utilities	16,058		16,058				16,058		16,058	
10	Current Expenses										
11	Gasoline	2,880		2,880				2,880		2,880	
12	Rent	178		178				178		178	
13	Subscriptions										
14	Fuel and Local	278		278				278		278	
15	Insurance	411		411				411		411	
16	Board Expenses										
17	Referrals/Consulting Expense	338		338				338		338	
18	Professional Communications										
19	Food, Education and Incentive	307		307				307		307	
20	Scholarship/Assessments										
21	Other (Specify platform/contract)	1,884		1,884				1,884		1,884	
22	Indirect: 31.86% of a subcontractor's (if directly applicable)		22,447	22,447					22,447	22,447	
23	TOTAL	127,379	32,447	160,826				127,379	32,447	160,826	

Exhibit C-3 Amendment # 1 Budget

New Hampshire Department of Health and Human Services											
Bidder Name: Assante Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/22 - 6/30/23											
Line Item	Total Program Cost			Contractor Share / Match			Funded by USFHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Benefits	31,336		31,336				31,336		31,336		
2. Employee Benefits	6,772		6,772				6,772		6,772		
3. Contract											
4. Equipment	417		417				417		417		
Repair and Maintenance											
Purchased Installation											
A. Supplies	643		643				643		643		
Expositional											
Lab											
Pharmacy											
Medical											
Other											
B. Travel	643		643				643		643		
7. Occupancy	2,607		2,607				2,607		2,607		
8. Current Expenses											
Telephone	1,119		1,119				1,119		1,119		
Postage	53		53				53		53		
Subscriptions											
Audit and Legal	97		97				97		97		
Insurance	266		266				266		266		
Other Expenses											
9. Business/Operational Expenses	99		99				99		99		
10. Hardware/Computer/Software											
11. Fuel/Supplies and Transport	443		443				443		443		
12. Subcontract/Agreements											
13. Other (Interstate/Travel/Relocation)	1,870		1,870				1,870		1,870		
Indirect: 37.43% of total program cost (if federally financed)		9,844	9,844					9,844	9,844		
TOTAL	44,466	9,844	54,310				44,466	9,844	54,310		
Indirect As A Percent of Direct		22.14%									

DB
 AM
 Contractor Initials
 Date 3/28/2022

Exhibit C-4 Amendment # 1 Budget

New Hampshire Department of Health and Human Services

Bidder Name: Accanto Community Services, Inc.
 Budget Request for: Refugee Social Services Program
 Budget Period: 7/1/21-6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS (contract share)		
	Direct	Indirect-A	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Personnel	3,448		3,448				3,448		3,448
2. Employee Benefits	665		665				665		665
3. Contracting									
4. Equipment	47		47				47		47
Fuels									
Repairs and Maintenance									
Purchase/Consumables									
5. Supplies	80		80				80		80
Educational									
Lab									
Printing									
Medical									
Office									
6. Travel	80		80				80		80
7. Community	250		250				250		250
8. Community Relations	125		125				125		125
Telephone	11		11				11		11
Postage									
Subscriptions									
Aerial and Local	11		11				11		11
Insurance	20		20				20		20
Event Expenses									
9. Software/Computer Expenses									
10. Marketing/Communications									
11. Staff Education and Training	80		80				80		80
12. Subcontracts/Agreements									
13. Other (non-personnel/translation)	203		203				203		203
Indirect: 16.66% of subcontracts/translation		94	94					94	94
Federally negotiated									
TOTAL	4,314	94	4,314				4,314	94	4,314

Indirect As A Percent of Direct 16.37%


 Contractor Initials: _____
 Date: 3/28/2022

Exhibit C-6 Amendment # 1 Budget

New Hampshire Department of Health and Human Services											
Bidder Name: Ascentric Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 11/2021-03/2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	25,240		25,240				25,240		25,240		
2. Employee Benefits	10,735		10,735				10,735		10,735		
3. Contingency											
4. Equipment	150		150				150		150		
Rent											
Repair and Maintenance											
Purchase/Commission											
5. Supplies											
Educational											
Lab											
Pharmacy											
Medical											
Office	43		43				43		43		
6. Travel	643		643				643		643		
7. Debt/Lease	3,517		3,517				3,517		3,517		
8. Current Expenses											
Telephone	448		448				448		448		
Postage	19		19				19		19		
Supplies											
Audit and Legal	50		50				50		50		
Insurance	50		50				50		50		
Travel Expenses											
9. Software/Computer Expenses	4,600		4,600				4,600		4,600		
10. Liens and Commitments											
11. Staff Education and Training											
12. Subcontract/Agreements											
13. Other (Interpretation and other)	1,000		1,000				1,000		1,000		
14. Health Insurance Assistance	21,825		21,825				21,825		21,825		
Indirect: 15.00% of salaries/wages		11,023	11,023					11,023	11,023		
(Federally negotiated)											
TOTAL	68,248	11,023	82,138				68,248	11,023	82,138		
Indirect As A Percent of Direct		13.37%									

DB
 AM
 Corrected Initials
 Date 3/28/2022

Exhibit C-8 Amendment # 1 Budget

New Hampshire Department of Health and Human Services											
Bidder Name: Acorn/In Community Services, Inc.											
Budget Request for: ReTypes Social Service Program											
Budget Period: 7/1/2022-6/30/23											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	19,802		19,802				19,802			19,802	
2. Employee Benefits	19,802		19,802				19,802			19,802	
3. Contract Cost											
4. Equipment	350		350				350			350	
Furniture											
Repair and Maintenance											
Purchase/Depreciation											
5. Supplies											
Educational											
Lab											
Pharmacy											
Medical											
Office	82		82				82			82	
6. Travel	1,880		1,880				1,880			1,880	
7. Depreciation	8,824		8,824				8,824			8,824	
8. Current Expenses											
Supplies	1,344		1,344				1,344			1,344	
Postage	80		80				80			80	
Education/Training											
Health and Safety	100		100				100			100	
Insurance	125		125				125			125	
Other Expenses											
9. Software/Computer License	200		200				200			200	
10. Information/Communications											
11. Staff Education and Training	500		500				500			500	
12. Administration/Management											
13. Other Administrative/Systems	1,878		1,878				1,878			1,878	
Client Housing Allowance											
Indirect: 18.8% of gross/contract		36,418	36,418						36,418	36,418	
If directly expensed											
TOTAL	102,333	36,418	138,751				102,333		36,418	138,751	
Indirect As A Percent of Direct											19.8%

Exhibit C-7 Amendment # 1 Budget

New Hampshire Department of Health and Human Services											
State Name: Acornia Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/2022 9/30/23											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHSN contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/wages	17,800		17,800				17,800		17,800		
2. Employee Benefits	4,950		4,950				4,950		4,950		
3. Contractual											
4. Education	85		85				85		85		
Travel											
Rent and Maintenance											
Purchase/Lease/Equip											
5. Supplies											
Educational											
Food											
Pharmacy											
Medical											
Office	80		80				80		80		
6. Travel	624		624				624		624		
7. Technology	1,414		1,414				1,414		1,414		
8. Current Expenses											
Telephone	338		338				338		338		
Postage	21		21				21		21		
Subscriptions	80		80				80		80		
Auto and Lease	80		80				80		80		
Insurance											
Rent Expenses											
9. Professional/Consulting Expenses											
10. Materials/Communications											
11. Rent/Utilities and License											
12. Information/Management											
13. Other (non-salary/wage related)	437		437				437		437		
Client Housing Assistance											
Indirect: 28.08% of salaries/wages		5,103	5,103					5,103	5,103		
(Whereby negotiated)											
TOTAL	34,371	5,103	39,474				34,371	5,103	39,474		

Indirect As A Percent of Direct 18.34%


 Contractor Initials: _____
 Date: 3/28/2022



Lori A. Sibillette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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

November 23, 2020

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

REQUESTED ACTION

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

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

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

05-96-042-42200010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES

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

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

EXPLANATION

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

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

Approximately 300-400 individuals will be served annually.

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

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

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

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

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

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

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

Areas served: Concord, Manchester and Nashua areas

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is fluid and cursive, written over a white background.

Lori A. Shibinette
Commissioner



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

Refugee Social Services

RFP-2021-OHE-01-REFUG

RFP Name

RFP Number

Reviewer Names

Bidder Name

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

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

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

**06-95-42-42200010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES
100% Federal Funds**

Ascentria Community Services Inc.

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

Building Community in New Hampshire

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

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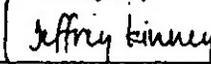
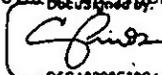
Subject: Refugee Social Services (RFP-2021-OHE-01-REFUG-01)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 14 East Worcester Street Suite 300 Worcester, MA 01604	
1.5 Contractor Phone Number (603) 224-8111	1.6 Account Number 05-095-042-792200000	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$260,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/18/2020		1.12 Name and Title of Contractor Signatory Jeffrey Kinney Chief of Staff & External Relations	
1.13 State Agency Signature DocuSigned by: Ann H. N. Landry Date: 11/23/2020		1.14 Name and Title of State Agency Signatory Ann H. N. Landry Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/25/2020 D9CA8202E32C4AE...			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 11/18/2020

JK

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS
JK
Date 11/18/2020

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2020.

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

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

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

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

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New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to refugees, with a focus on recent arrivals and limited to those that have been in the country five (5) years or less. The Contractor shall ensure service priority is given to refugees as follows:
 - 1.1.1. New arrivals in their first year in the U.S.;
 - 1.1.2. Refugee Cash and TANF recipients;
 - 1.1.3. Unemployed refugees; then
 - 1.1.4. Employed refugees in need of job retention services.
- 1.2. The Contractor shall ensure services are available in the City of Concord and surrounding communities.
- 1.3. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.
- 1.5. The Contractor shall work collaboratively with key stakeholders and community partners throughout the project period to assist refugees with achieving self-sufficiency at the earliest possible date after arrival to the United States.

1.6. Employment Services

- 1.6.1. The Contractor shall provide employment services that facilitate job development, placement, retention and re-employment of targeted refugees. The Contractor shall ensure employment services include, but are not limited to:
 - 1.6.1.1. Developing and maintaining relationships with employers, which includes but is not limited to:
 - 1.6.1.1.1. Conducting orientations for new employers each contract year.
 - 1.6.1.1.2. Identifying opportunities to develop on-site internships and employer-based training, as appropriate.
 - 1.6.1.1.3. Implementing volunteer-to-work opportunities for refugees who have employment skills that are less transferable for paid employment.

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Refugee Social Services



EXHIBIT B

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

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

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

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New Hampshire Department of Health and Human Services
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EXHIBIT B

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

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Refugee Social Services



EXHIBIT B

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

1.7. Case Management

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

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Refugee Social Services



EXHIBIT B

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

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

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

New Hampshire Department of Health and Human Services
Refugee Social Services



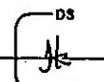
EXHIBIT B

- 1.7.4. The Contractor shall maintain relationships in target resettlement communities including but not limited to:
 - 1.7.4.1.1. Public Housing Authorities.
 - 1.7.4.1.2. Subsidized housing programs.
 - 1.7.4.1.3. Local City Welfare offices.
 - 1.7.4.1.4. Second Start.
 - 1.7.4.1.5. Nashua Adult Learning Center.
 - 1.7.4.1.6. Local public school districts.
 - 1.7.4.1.7. Parent Information Center programs.
 - 1.7.4.1.8. NH Works and Workplace Success.
 - 1.7.4.1.9. NH Legal Assistance (NHLA).
 - 1.7.4.1.10. Legal Advice and Referral Center (LARC).

1.8. English as a Second Language (ESOL)

- 1.8.1. The Contractor shall provide ESOL services to rapidly prepare refugees for entry into the job market and facilitate community integration. The Contractor shall conduct activities that include, but are not limited to:
 - 1.8.1.1. Monitoring class attendance of unemployed newly arriving refugees and Refugee Cash Assistance recipients.
 - 1.8.1.2. Prioritizing newly arriving refugees and public assistance recipients.
 - 1.8.1.3. Accommodating refugee arrivals by offering rolling enrollment.
 - 1.8.1.4. Providing ESOL classes in Concord, NH on a rolling enrollment basis, ensuring:
 - 1.8.1.4.1. Classes are provided at an easy-to-access site.
 - 1.8.1.4.2. Class sizes are limited to a maximum of twenty (20) students per class.
 - 1.8.1.4.3. Providing a minimum of twelve (12) hours per week of instruction to newly arriving refugees, utilizing a combination of eight (8) hours of classroom learning and four (4) hours of assigned distance learning.
 - 1.8.1.5. Mitigating barriers to access to ESOL classes by:
 - 1.8.1.5.1. Ensuring class locations are within walking distance of refugee communities.

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EXHIBIT B

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

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EXHIBIT B

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

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EXHIBIT B

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

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

4. Performance Measures

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

5. Additional Terms

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EXHIBIT B

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

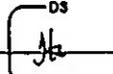
5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

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EXHIBIT B

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

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



EXHIBIT C

Payment Terms

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

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

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Jk

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



EXHIBIT C

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

JK

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



EXHIBIT C

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

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

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder Name: Accordia Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/20 - 6/30/21											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS Budget Share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1.000	11,825		11,825				11,825			11,825	
1.000	797		797				797			797	
1.000	1,181		1,181				1,181			1,181	
1.000	2,425		2,425				2,425			2,425	
1.000	759		759				759			759	
1.000	1,225		1,225				1,225			1,225	
1.000	117		117				117			117	
1.000	136		136				136			136	
1.000	449		449				449			449	
1.000	311		311				311			311	
1.000	174		174				174			174	
1.000	817		817				817			817	
1.000		13,250	13,250					13,250		13,250	
1.000											
TOTAL	13,250	13,250	26,500				13,250	13,250		26,500	

Indirect Fee % Percent of Direct: 14.7%

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Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services										
Bidder Name: Ascendis Community Services, Inc.										
Budget Request for: Refugee Social Services Program										
Budget Period: 7/1/22 - 6/30/23										
Line Item	Total Program Cost			Costs to be Billed/Match			Funded by OHSB Contract Share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Staff Salaries	1,177		1,177				1,177		1,177	
2. Contract	721		721				721		721	
3. Supplies	377		377				377		377	
4. Travel	173		173				173		173	
5. General Expenses	1,578		1,578				1,578		1,578	
6. Other (see note 1)	612		612				612		612	
7. Indirect	30		30				30		30	
8. Total	150		150				150		150	
9. Indirect Expenses	71		71				71		71	
10. Indirect Expenses	61		61				61		61	
11. Indirect Expenses	177		177				177		177	
12. Other (see note 1)		4,650	4,650					4,650	4,650	
13. Total	17,558	4,650	22,208				17,558	4,650	22,208	


 Contract Value: 11/18/2020
 Date: _____

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

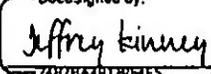
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

 Name: JEFFREY Kinney
 Title: Chief of Staff & External Relations



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/18/2020

Date

DocuSigned by:
Jeffrey Kinney
Name: Jeffrey Kinney
Title: Chief of Staff & External Relations

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



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

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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:
Jeffrey Kinney
Name: Jeffrey Kinney
Title: Chief of Staff & External Relations



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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- 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

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

Department of Health and Human Services

Ascentria Community Services

The State by:

Name of the Contractor

Ann H. N. Landry

Jeffrey Kinney

Signature of Authorized Representative

Signature of Authorized Representative

Ann H. N. Landry

Jeffrey Kinney

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

Chief of Staff & External Relations

Title of Authorized Representative

Title of Authorized Representative

11/23/2020

11/18/2020

Date

Date

JK



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Exhibit J

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

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

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

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

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

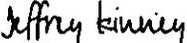
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

 Name: Jeffrey Kinney
 Title: Chief of Staff & External Relations



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FORM A

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

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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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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DHHS Information Security Requirements.



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment # 2**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #8), and as amended on June 15, 2022 (Item #10), 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 17; and Exhibit A, Revisions to Standard Contract Provisions, Section 1.2; the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the expiration date of the current contract and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$495,552
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit B, Paragraph 3.3.2, to read:

3.3.2. Ensure Progress Reports are submitted in accordance with the following table and any changes in previously approved work plans or timelines specified in those reports.

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
09/30/2022 – 03/31/2023	04/15/2023
04/01/2023 – 09/29/2023	10/15/2023
09/30/2022 – 03/31/2024	04/15/2024
04/01/2024 – 09/29/2024	10/15/2024

5. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by 100% Federal funds, comprised of:
 - 1.1. Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Admin. For Families and Children, ALN 93.566, FAIN 22G99RSF2/22G992210.

DS
RM

- 1.2. Refugee Support Services and Set Aides grant, as awarded on November 22, 2022, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
 - 1.3. Refugee Support Services and Set Aides grant, as awarded on May 12, 2023, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
 - 1.4. Refugee Support Services and Set Aides grant, as awarded on July 14, 2023, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
6. Modify Exhibit C, Payment Terms, Section 3, to read:
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-9, Budget (SFY 25) – Amendment #2 (Ukraine Social Services).
7. Add Exhibit C-6, Budget (SFY 24) – Amendment #2 (Refugee Social Services), which is attached hereto and incorporated by reference herein.
 8. Add Exhibit C-7, Budget (SFY 24) – Amendment #2 (Ukraine Social Services); which is attached hereto and incorporated by reference herein.
 9. Add Exhibit C-8, Budget (SFY 25) – Amendment #2 (Refugee Social Services), which is attached hereto and incorporated by reference herein.
 10. Add Exhibit C-9, Budget (SFY 25) – Amendment #2 (Ukraine Social Services), 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

8/25/2023

Date

DocuSigned by:

Reuben Hampton

4FE26746788044E...

Name: Reuben Hampton

Title: Director, Office of Health Eq

Building Community in New Hampshire

8/23/2023

Date

DocuSigned by:

Richard Minard

202490A3DA144E...

Name: Richard Minard

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

8/27/2023

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 C-6, Budget (SFY 24) -
Amendment # 2 (Refugee Social Services)

New Hampshire Department of Health and Human Services	
Contractor Name:	Building Community in New Hampshire
Budget Request for:	New Hampshire Refugee Social Services
Budget Period	10/1/2023 - 6/30/2024 (SFY 24)
Indirect Cost Rate (if applicable)	0.218
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$61,466
2. Fringe Benefits	\$9,220
3. Consultants	\$1
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$1
5.(b) Supplies - Lab	\$1
5.(c) Supplies - Pharmacy	\$1
5.(d) Supplies - Medical	\$1
5.(e) Supplies Office	\$1,376
6. Travel	\$3,431
7. Software	\$875
8. (a) Other - Marketing/ Communications	\$1
8. (b) Other - Education and Training	\$1
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$1
Other (please specify)	\$1
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$8,073
Total Direct Costs	\$76,377
Total Indirect Costs	\$16,650
TOTAL	\$101,100

Contractor Initial:

Exhibit C-7, Budget (SFY 24) -
Amendment # 2 (Ukraine Social Services)

New Hampshire Department of Health and Human Services	
Contractor Name:	Building Community in New Hampshire
Budget Request for:	New Hampshire Refugee Social Services
Budget Period	10/1/2023 - 6/30/2024 (SFY 24)
Indirect Cost Rate (if applicable)	0.218
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$75,580
2. Fringe Benefits	\$11,337
3. Consultants	\$1
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,691
6. Travel	\$4,230
7. Software	\$1,075
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$9,927
Total Direct Costs	\$93,914
Total Indirect Costs	\$20,473
TOTAL	\$124,314

Contractor Initial:

Exhibit C-8, Budget (SFY 25) -
Amendment # 2 (Refugee Social Services)

New Hampshire Department of Health and Human Services	
Contractor Name:	Building Community in New Hampshire
Budget Request for:	New Hampshire Refugee Social Services
Budget Period	7/1/2024 - 9/30/2024 (SFY 25)
Indirect Cost Rate (if applicable)	0.218
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$20,489
2. Fringe Benefits	\$3,073
3. Consultants	\$1
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$458
6. Travel	\$1,146
7. Software	\$292
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$5,550
Total Direct Costs	\$25,459
Total Indirect Costs	\$2,691
TOTAL	\$33,700

Contractor Initial:



Exhibit C-9, Budget (SFY 25) -
Amendment # 2 (Ukraine Social Services)

New Hampshire Department of Health and Human Services	
Contractor Name:	Building Community in New Hampshire
Budget Request for:	New Hampshire Refugee Social Services
Budget Period	7/1/2024 - 9/30/2024 (SFY 25)
Indirect Cost Rate (if applicable)	0.218
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$25,193
2. Fringe Benefits	\$3,779
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$564
6. Travel	\$1,411
7. Software	\$358
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$3,309
Total Direct Costs	\$31,305
Total Indirect Costs	\$6,824
TOTAL	\$41,438

Contractor Initial:

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

Business ID: 660551

Certificate Number: 0006206205



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2023.

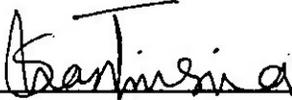
A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Dhan Timsina of Building Community in New Hampshire do hereby certify that:

1. I am the Board Chair of Building Community in New Hampshire.
2. That the Executive Director is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Richard A. Minard, Jr. is the duly appointed Executive Director of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.



Name: Dhan Timsina

Title: Board Chair

Company Name: Building Community in New Hampshire

08/18/2023

Date

Mission Statement: Building Community in New Hampshire

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

**BUILDING COMMUNITY IN NEW HAMPSHIRE
FINANCIAL STATEMENTS
Year Ended December 31, 2022**

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INDEPENDENT ACCOUNTANT'S AUDIT REPORT

To the Board of Directors
Building Community in New Hampshire
Manchester, NH 03101

Opinion

We have audited the accompanying financial statements of Building Community in New Hampshire (a Corporation), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Building Community in New Hampshire as of December 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Building Community in New Hampshire and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Building Community in New

Hampshire's ability to continue as a going concern for a reasonable period of time, one year from the date the financial statements are available to be issued.

Auditor's Responsibility

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but not absolute assurance, and therefore is not a guarantee that an audit conducted in accordance with Generally Accepted Auditing Standards (GAAS) will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Building Community in New Hampshire's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Building Community in New Hampshire's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Ernest L. Tomkiewicz CPA

Ernest L Tomkiewicz CPA PLLC

Concord, NH

March 19, 2023

BUILDING COMMUNITY IN NEW HAMPSHIRE
Statement of Financial Position
As of December 31, 2022

	2022
ASSETS	
Current Assets	
Cash	\$ 207,110
Accounts Receivable	19,765
Prepaid Insurance	2,616
Office Security Deposit	1,000
Total Current Assets	\$ 230,491
Non-current assets	-
Total Non-current Assets	\$ -
TOTAL ASSETS	\$ 230,491
LIABILITIES	
Current Liabilities	
Payroll Liabilities	\$ 1,731
Deferred Contract Revenue	148,692
Total Current Liabilities	\$ 150,423
Non-current Liabilities	-
Total Non-current Liabilities	\$ -
TOTAL LIABILITIES	\$ 150,423
NET ASSETS	
Without Donor Restrictions	\$ 80,068
With Donor Restrictions	-
TOTAL NET ASSETS	\$ 80,068
TOTAL LIABILITIES AND NET ASSETS	\$ 230,491

BUILDING COMMUNITY IN NEW HAMPSHIRE
Statement of Activities
For the Year Ended December 31, 2022

	2022
Revenue	
Contributions	\$ 5,101
Fundraising	55,387
State Grants	118,392
Private Foundations	190,105
Total Revenue	\$ 368,985
Expenses	
Program Expenses	\$ 248,405
Administration	87,047
Fundraising	6,970
Total Expenses	\$ 342,422
CHANGE IN NET ASSETS	\$ 26,563
NET ASSETS, Beginning	\$ 53,505
NET ASSETS, Ending	\$ 80,068

BUILDING COMMUNITY IN NEW HAMPSHIRE
Statement of Cash Flows
For the Year Ended December 31, 2022

	2022
CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	\$ 26,563
(Increase) decrease from operating assets	
Accounts Receivable	1,541
Prepaid Insurance	(2,616)
Increase (decrease) from operating liabilities	
Payroll Liabilities	(5,334)
Deferred Contract Revenue	(80,289)
Net cash provided by operating activities	\$ (60,135)
CASH FLOWS FROM INVESTING ACTIVITIES	
	\$ -
Net cash provided by investing activities	\$ -
CASH FLOWS FROM FINANCING ACTIVITIES	
	\$ -
Net cash used in financing activities	\$ -
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (60,135)
CASH AND CASH EQUIVALENTS, beginning of year	\$ 267,245
CASH AND CASH EQUIVALENTS, end of year	\$ 207,110

Interest Paid \$ -
Taxes Paid \$ -

BUILDING COMMUNITY IN NEW HAMPSHIRE
Statement of Functional Expenses
For the Year Ended December 31, 2022

	Program Expenses	Administration	Fundraising	Total
Administrative	\$ 5,508	\$ 2,402	\$ 1,265	\$ 9,175
Contract Services	40,009	10,078		50,087
Employee Expenses				
Wages	174,495	35,603	2,882	212,980
Payroll Taxes	13,410	3,794	221	17,425
Unemployment Insurance	464	408	3	875
Empolee Benefits	9,533	1,871	119	11,523
Payroll Services	1,095			1,095
Fundraising			1,574	1,574
Information Technology				
Software		813		813
Website		356		356
Insurance				
Liability		545		545
Worker's Compensation	-	1,050		1,050
Office Expenses	1,796	7,575	906	10,277
Occupancy Expenses	-	1,619		1,619
Parking		2,554		2,554
Rent	-	13,350		13,350
Training	2,095	5,029		7,124
Total	\$ 248,405	\$ 87,047	\$ 6,970	\$ 342,422

BUILDING COMMUNITY IN NEW HAMPSHIRE
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2022

NOTE A – THE ORGANIZATION

Nature of operations

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

New Hampshire can be that home for refugees from around the world as well as for those with deep roots in New England. Resettled here by the U.S. State Department, most refugees have spent years in refugee camps working together. BCNH partners, Ascentria Care Alliance and the International Institute of New England, meet arrivals at the airport and get them into an apartment and a first job. BCNH steps in after that, with case managers who speak the language and who can help the arrivals connect with their broader community.

Revenue

The organization receives revenue from several main sources during the year under audit. In 2022, revenue is from contributions and fundraising, state provided grants, and private funded grants. There are no concentrations of funding from any one source in particular that creates a risk to revenue flow.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions

Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities. For the year ended December 31, 2022, the Organization does not report any donor restricted net assets.

Measure of Operations

The statement of activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing operations. Nonoperating activities are limited to resources that generate return from investments and other activities considered to be of a more unusual or nonrecurring nature.

Cash and cash equivalents

The Organization considers cash, money market accounts and short-term, highly liquid investments with a maturity of three months or less, as cash in the financial statements. The balance of cash is held in FDIC insured bank accounts. There were no cash equivalents as of December 31, 2022. The Organization's cash balance at year end is \$207,110.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising Costs

The cost of all advertising is expensed as incurred by the Organization. Advertising costs for the year 2022 are \$0.

Capitalization Policy

Assets over \$2,500 are capitalized and depreciated, or amortized, according to Organization depreciation/amortization policies.

Depreciation

Assets are depreciated along the following time frames: buildings 39 years, building improvements 39 years, equipment 5-7 years, furniture and fixtures 3 years. Depreciation expense and accumulated depreciation for the year is \$0. The Organization holds no capital assets as of December 31, 2022.

Amortization

Intangible assets are amortized over a 15-year period. Amortization expense and accumulated amortization for 2022 are \$0. For the year ended December 31, 2022, there are no intangible assets held.

Concentrations of Credit Risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of cash, cash equivalents and investments. The Organization maintains its cash in one bank account that, at times, may exceed federally insured limits. The Organization has not experienced, nor does it anticipate, any losses with respect to such accounts.

Contributions Receivable

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Discount amortization is included in contribution revenue. Conditional promises to give are not included as support until the conditions are met.

As of December 31, 2022, the Organization does not report any contributions receivable.

Revenue Recognition

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

The Organization follows accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606). Under this guidance revenue is recognized when promised goods or services are transferred to the customer in an amount that reflects the consideration that is expected to be received for those good or services.

In Kind Donations

Several volunteers have made contributions of their time in furtherance of the Organization's mission. These services were not reflected in the accompanying statements of activities because they do not meet the necessary criteria for recognition under US GAAP.

Functional Expenses

The costs of providing program and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among program services and supporting services benefited. Such allocations are determined by management on an equitable basis.

The expenses that are allocated include the following:

<i>Expense</i>	<i>Method of Allocation</i>
Program Services	Direct Costs
Administrative Expenses	Direct Costs
Fundraising	Direct Costs

Income Taxes

The Organization is exempt from income tax under IRC section 501(c)(3), though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Code. The Organization periodically reviews its processes to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and to identify and evaluate other matters that may be considered tax positions.

Presentation

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) — *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of its financial statements accordingly. Donor restricted contributions whose restrictions are met in the same reporting period as they are received are reported as unrestricted support.

NOTE C - AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets for the year ended December 31, 2022:

	2022
Cash	\$207,110

For the year ended December 31, 2022, the Organization reports working capital in the amount of \$80,068. The average days cash on hand for the year ended December 31, 2022, is 220 days.

NOTE D - NET ASSETS

For the years ended December 31, 2022, the Organization reports \$80,068 in unrestricted net assets. No net assets were released from restriction during the fiscal year ended December 31, 2022.

NOTE E – RISK MANAGEMENT AND UNCERTAINTY

Pandemic

In December 2019, COVID-19 emerged and has subsequently spread worldwide. The World Health Organization has declared COVID-19 a pandemic resulting in federal, state, and local governments and private entities mandating various restrictions, including travel restrictions, restrictions on public gatherings, stay at home orders and advisories and quarantining of people who may have been exposed to the virus.

As the COVID-19 pandemic is complex and rapidly evolving, the Organization reassess planning as situations, laws, and regulations are issued and change. At this point, Building Community in New Hampshire cannot reasonably estimate the duration and severity of this pandemic, which could have a material adverse impact on business, results of operations, financial position, and cash flows.

NOTE F – CONCENTRATION OF CREDIT RISK

At times the Organization may maintain cash balances with banks in excess of the federally insured amount. This occurrence is not uncommon for businesses which receive revenue amounts similar to those of the Organization.

NOTE G - DATE OF MANAGEMENT'S REVIEW

In preparing the financial statements, The Organization has evaluated events and transactions for potential recognition or disclosure through March 19, 2023, the date that the financial statements were available to be issued.

Board of Directors: Building Community in New Hampshire

Dhan Timsina, Chair

Dhan Timsina was elected chair of the BCNH Board of Directors in December 2022, soon after founding a new business in Concord, Universal Care Alliance, which provides home-health aides. Previously, he had been the marketing manager of CarePoint Plus, a home-health business based in Manchester. Dhan came to the United States as a refugee from Bhutan and was resettled in Concord. After graduating from Concord High School, he started working with people with developmental impairments and went to Southern New Hampshire University and earned an associate degree in Healthcare Management with a specialization in logistics and operations. Dhan has been an active volunteer with BCNH and with the Bhutanese community. He lives in Concord with his wife and two daughters.

Ben Morrow, Treasurer

Ben was born and raised in New Hampshire and is a 2013 graduate of the University of New Hampshire with a B.S. in business administration. Following college, Ben worked for 6 years in the defense industry as a project controller before joining Suffolk Construction in 2019 where he has worked in finance and information technology roles since. Ben resides in Boston.

Ishwori Bhatta

Ishwori is an immigrant from Nepal who moved to Nashua, NH, in 2003 with his wife and two children. They moved to Concord in 2009. Ishwori is a social worker with NAFI/NFI and also the founder and chief editor of the International Nepali Literary Society of New Hampshire. He has volunteered for many organizations and in 2020 was the first recipient of Volunteering New Hampshire's People's Choice Award.

Blaise Nganyi Imbembe

Blaise Nganyi Imbembe was born in Congo and moved to Belgium in 2003 to study. He earned an MS in military engineering at the Royal Military Academy of Brussels. He earned a BS in civil engineering in Montreal in 2014, and an MS in structural engineering at UNH in 2018. Blaise lives in Manchester with his wife and children. He works for an engineering firm in Bedford. Blaise was president of the Congolese Community of New Hampshire from 2018 through 2020. He was elected to the BCNH Board in October 2021.

David Kirkpatrick

Dave Kirkpatrick started his career as a reporter at the Montana Standard after earning a BA in Journalism at the University of Montana in Missoula and worked for many years as a writer and editor. In 2013, he earned credentials as teacher of English to speakers of other languages and worked at Concord High School and NH Technical Institute with New Americans, including three people who would become case managers at BCNH and a fourth who would become a member of the Board. Dave has most recently served as a kitchen manager at the Friendly Kitchen in Concord and has volunteered at Upreach Therapeutic Equestrian Center

and the Concord Coalition to End Homelessness. He was elected to the Board in December 2022. Dave lives in Concord with his wife and daughter.

Anela Kruščica

Anela Kruščica is the Communication Access Administrator for the NH Department of Health and Human Services, Office of Health Equity. In 1999, she arrived as a refugee and earned her BA in Business Administration with a minor in Sociology. She has worked over 20 years on both sides of cultural awareness, assisting public officials through cultural-competence training, while helping those less fortunate through employment training and family services. She brings experience in international outreach, social services, communications, and public administration to the BCNH board. She was elected to the BCNH Board in May 2022.

Jim Snodgrass

Jim Snodgrass was the executive director of Second Start from 1974 until his retirement in 2022. Second Start is a private, non-profit educational, training, and childcare organization located in Concord, serving over 1,000 individuals yearly statewide with a staff of 65. Many of the people Jim worked with in Concord were people who arrived as refugees. For his long career of service, the Concord Chamber of Commerce named him its 2021 Citizen of the Year. Jim also serves on the boards of Riverbend Community Mental Health and Overcomers Refugee Services.

Updated: July 2023

RICHARD A MINARD JR.

EXPERIENCE

2018-PRESENT

EXECUTIVE DIRECTOR, BUILDING COMMUNITY IN NEW HAMPSHIRE

2017-2021

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

2015-2017

DEPUTY DIRECTOR, NH OFFICE OF ENERGY AND PLANNING

2009-2014

VICE PRESIDENT FOR POLICY, NH COMMUNITY LOAN FUND

2006-2008

PRESIDENT AND CEO, NH AUDUBON

2005-2006

EXECUTIVE DIRECTOR, HARVARD UNIVERSITY CENTER FOR THE ENVIRONMENT

2000-2005

CO-EXECUTIVE DIRECTOR, NH CENTER FOR PUBLIC POLICY STUDIES

1994-2000

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

1991-1994

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

1989-1991

COMPARATIVE RISK PROJECT MANAGER, VERMONT AGENCY OF NATURAL RESOURCES

1986-1989

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

1980-1986

EDITORIAL PAGE EDITOR, VALLEY NEWS

1980

ASSISTANT PRESS SECRETARY, U.S. SENATOR JOHN DURKIN

1978-1980

REPORTER, THE KEENE SENTINEL

EDUCATION

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

Master of Public Administration, emphasis on environmental management and economics

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

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

Senior State and Local Executives Program, 1986

University College, Cardiff, Wales, 1977-1978

Rotary International Fellow at the Centre for Journalism Studies

Harvard College, Cambridge, MA, 1973-1977

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

Center for Whole Communities, Fayston, VT, June 2009

New Hampshire Climate and Energy Leadership Program

Leadership New Hampshire, Manchester, NH, 2002

NH Public Health Association, member, Board of Directors, 2023-present

Vijay Bhujel

WORK EXPERIENCE

Building Community in New Hampshire, Deputy Director	May 2023 to present
Ascentria Care Alliance	
Resettlement and Integration Coordinator	2021 to 2023
Health Case Manager	2016 to 2023
Community Health Worker	2017 to 2018
Bicultural Coordinator	2013 to 2016
Community Bridges of NH	
Direct Support Provider	2013 to present
Wal-Mart Supercenter Concord, NH	
Inventory Associate	2013
Concord School District	
Substitute Teacher	2013 to 2015
Reliance English School - Morang, Nepal	
Mathematics and Sciences Teacher	2007 to 2012
The Spangle High School - Kathmandu, Nepal	
Mathematics and Sciences Teacher	2004 to 2007
Panchaoti English School - Jhapa, Nepal	
Community School Teacher	1999 to 2004
Bhutanese Community of New Hampshire	
Board of Directors (Two Terms)	2012 to 2016

Language skills: English, Nepali, Hindi and Dzongkha

EDUCATION

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

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Richard A. Minard, Jr.	Executive Director	\$4,576
Vijay Bhujel	Deputy Director	\$7,072

MAY 31 '22 PM 3:23 RCVD

MAC



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

10

Lori A. Sibbinette
 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

Lori A. Weaver
 Deputy Commissioner

May 17, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to amend an existing contract with the Contractor listed below in bold to provide social services support to refugees who are recent arrivals and who have been in the country for five (5) years or less, by exercising a contract renewal option by increasing the total price limitation by \$65,000 from \$685,386 to \$750,386 and by extending the completion date from September 30, 2022 to September 30, 2023, effective October 1, 2022, upon Governor and Council approval. 100% Federal Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Ascentria Community Services, Inc.	222201-B001	Concord Area	\$555,386	\$0	\$555,386	O:12/18/2020 #8 A1: 4/20/2022 #11
Building Community in New Hampshire	228820-B001	Concord, Manchester, and Nashua Areas	\$130,000	\$65,000	\$195,000	O:12/18/2020 #8
		Total:	\$685,386	\$65,000	\$750,386	

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.

See attached fiscal details.

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

EXPLANATION

The purpose of this request is for the Contractor to continue to provide social services, that lead to self-sufficiency, to refugees who have lived in the United States for less than five (5) years. The Contractor provides case management, employment services, English for Speakers of Other Languages support, and housing assistance to support financial self-sufficiency and to assist refugees with integration into society.

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

The Contractor completes family self-sufficiency plans with each family in order to identify goals the family wants to accomplish. Plans include a follow-up at month six (6) and twelve (12) to review goals and to provide services, as necessary and appropriate, to meet those goals. In order to ensure successful employment, the Contractor provides case management services which includes medical referrals, day care, and cultural education.

The Department monitors the Contractor's performance through review of semi-annual progress reports completed with each family served. Additionally, the Department reviews and employability plans, case notes, and progress reports.

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

Should the Governor and Executive Council not authorize this request, newly arrived refugees may not receive the employment and case management services necessary to assist them in achieving financial self-sufficiency. Without training and guidance, refugees may not be able to successfully enter the work force and become integrated into society.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.566, FAIN #: 2001NHRSOC.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-95-95-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER; REFUGEE SERVICES
Building Community in New Hampshire 228820**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070006	\$48,750	\$0	\$48,750
2022	102-500731	Contracts for Program Services	95070006	\$65,000	\$0	\$65,000
2023	102-500731	Contracts for Program Services	95070006	\$16,250	\$48,750	\$65,000
2024	102-500731	Contracts for Program Services	95070006	\$0	\$16,250	\$16,250
		<i>Sub Total</i>		\$130,000	\$65,000	\$195,000

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

Ascentria 222201-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070006	\$97,500	\$0	\$97,500
2022	102-500731	Contracts for Program Services	95070006	\$148,750	\$0	\$148,750
2023	102-500731	Contracts for Program Services	95070006	\$57,500	\$0	\$57,500
2024	102-500731	Contracts for Program Services	95070006	\$6,250	\$0	\$6,250
		<i>Sub Total</i>		\$310,000	\$0	\$310,000

**05-95-95-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
Ascentria 222201-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070022	\$84,390	\$0	\$84,390
2023	102-500731	Contracts for Program Services	95070022	\$131,253	\$0	\$131,253
2024	102-500731	Contracts for Program Services	95070022	\$29,743	\$0	\$29,743
		<i>Sub Total</i>		\$245,386	\$0	\$245,386

Overall Total	\$685,386.00	\$65,000	\$750,386
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**State of New Hampshire
Department of Health and Human Services
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020, (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$195,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget, through Exhibit C-5, Budget, Amendment #1.
4. Modify Exhibit C, Payment Terms, Section 4 to read:
 4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
5. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-5, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective October 1, 2022, 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

5/18/2022

Date

DocuSigned by:

Ann H. Landry

340A037500C0188

Name: Ann H. Landry

Title: Associate Commissioner

Building Community in New Hampshire

5/16/2022

Date

DocuSigned by:

Richard Minard

202100030070185

Name: RICHARD MINARD

Title: 5/16/2022

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

OFFICE OF THE ATTORNEY GENERAL

5/24/2022

Date

DocuSigned by:
Robyn Guerin

Name: Robyn Guerin

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:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Building Community in New Hampshire (BCNH)</u> Budget Request for: <u>New Hampshire Refugee Social Services Program</u> Budget Period <u>SFY 2023</u> Indirect Cost Rate (if applicable) <u>21.80%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$23,478
2. Fringe Benefits	\$2,735
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$192
6. Travel	\$750
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$15,675
Total Direct Costs	\$42,830
Total Indirect Costs	\$5,920
TOTAL	\$48,750

BT-1.0

Exhibit C-5 Budget Amendment #1

RFP:2021-OHE-01-REFUG-02-A01

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <u>Building Community in New Hampshire (BCNH)</u>	
Budget Request for: <u>New Hampshire Refugee Social Services Program</u>	
Budget Period <u>7/1/23-9/30/23</u>	
Indirect Cost Rate (If applicable) <u>21.80%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$7,826
2. Fringe Benefits	\$912
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$64
6. Travel	\$250
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$5,225
Total Direct Costs	\$14,277
Total Indirect Costs	\$1,973
TOTAL	\$16,250



Lori A. Sbiblaette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9100
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

November 23, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

EXPLANATION

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

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

Approximately 300-400 individuals will be served annually.

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

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

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

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

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

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

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

Areas served: Concord, Manchester and Nashua areas

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Refugee Social Services

RFP-2021-OHE-01-REFUG

RFP Name

RFP Number

Reviewer Names

Bidder Name

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

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

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

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

Ascentria Community Services Inc.

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

Building Community in New Hampshire

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

Overall Total	\$ 390,000
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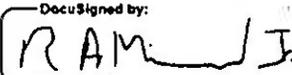
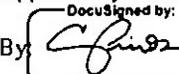
Subject: Refugee Social Services (RFP-2021-OHE-01-REFUG-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

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



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

DocuSigned by:
Richard Mindar
Contractor Initials
Date 11/16/2020

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials Richard Mindar
Date 11/16/2020

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

DocuSigned by:
Richard Minda
Contractor Initials
Date 11/16/2020

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

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

1.6. Employment Services

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

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

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

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

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

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



EXHIBIT B

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

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



EXHIBIT B

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

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit semi-annual reports (See Appendix F, Schedule A, Program Narrative) as required by the Office of Refugee Resettlement (ORR) as well as participate in in-person reporting, as required by the Department.

3.2. The Contractor shall provide regular updates and report on their progress towards meeting performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at regular, in-person meetings with OHE.

3.3. The Contractor shall ensure progress reports align with reporting periods outlined by ORR. Narrative reports with a summary of project outcomes shall be submitted to OHE no later than fifteen (15) days after the completion of a project period. Contractor shall draw attention to any changes in previously approved work plans or timelines.

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



EXHIBIT B

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

4. Performance Measures

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a

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Contractor Initials

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11/17/2020

Date

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

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

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

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of

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Contractor Initials

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Date 11/10/2020

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

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

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT C

Payment Terms

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

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

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New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT C

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

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



EXHIBIT C

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

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

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder Name: Building Community in New Hampshire

Budget Request for: 2021-OH-01-REPU0

Budget Period: FY 21

Line Item	Total Program Cost			Contractor Share / Match			Funded by 2020B contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Available Cash	21,478,000	3,492,800	24,970,800				21,478,000	3,492,800	24,970,800
2. Employee Salaries	7,724,000	1,248,000	8,972,000				7,724,000	1,248,000	8,972,000
3. Contractors (1 number only)									
4. Materials									
5. Travel									
6. Training (including all related costs)	150,000	37,500	187,500				150,000	37,500	187,500
7. Operations	1,800,000	287,500	2,087,500				1,800,000	287,500	2,087,500
8. Contract & Services									
9. Information Technology									
10. Facilities									
11. Non-Federal/Community									
12. Total Available Cash	21,478,000	3,492,800	24,970,800				21,478,000	3,492,800	24,970,800
TOTAL	42,948,800	6,985,600	49,934,400				42,948,800	6,985,600	49,934,400

Indirect As % Percent of Direct

RM
Contractor Match

Date: 11-10-20

EXHIBIT C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Entity Name: Building Community in New Hampshire

Budget Record No: 2021-DHE-01-RFLUG

Budget Period: BY 12

Line Item	Total Program Cost			Contractor Share / Match			Funded by (2020) contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Administrative	21,171.00	8,217.00	29,388.00				21,171.00	8,217.00	29,388.00
1.1 Employee Benefits	1,644.00	70.00	1,714.00				1,644.00	70.00	1,714.00
1.2 Employee (contractors)									
1.3 Outcomes									
1.4 Travel									
1.5 Travel and Management									
1.6 Publications/Printing									
1.7 Supplies									
1.8 Equipment									
1.9 Lab									
1.10 Pharmacy									
1.11 Medical									
1.12 Office	2,217.00	11.00	2,228.00				2,217.00	11.00	2,228.00
1.13 Travel (contractors) (per)	111.00	11.00	122.00				111.00	11.00	122.00
1.14 Conferences	2,095.00	11.00	2,106.00				2,095.00	11.00	2,106.00
1.15 Computers									
1.16 Furniture									
1.17 Reprographics									
1.18 Audit and Legal									
1.19 Insurance									
1.20 Bond Expenses									
1.21 Software									
1.22 Information/Communications									
1.23 Staff Expenses and Supplies									
1.24 Services and Supplies	23,717.00		23,717.00				23,717.00		23,717.00
1.25 Other (Specify below page 1000)									
TOTAL	23,388.00	8,217.00	31,605.00				23,388.00	8,217.00	31,605.00

Indirect As A Percent of Direct 13.9%

Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder Name: Building Community in New Hampshire

Budget Request for: 2021-016-01-REPLUG

Budget Period: MY 23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHH general share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel	751,000	1,000,000	1,751,000				751,000	1,000,000	1,751,000
2. Materials	111,000		111,000				111,000		111,000
3. Construction									
4. Supplies									
5. Travel									
6. Other	80,000		80,000				80,000		80,000
7. Total (includes all indirect costs)	942,000	1,000,000	1,942,000				942,000	1,000,000	1,942,000
8. Contract	800,000		800,000				800,000		800,000
9. Subcontract									
10. Materials									
11. Travel									
12. Other	187,000		187,000				187,000		187,000
13. Total (includes all indirect costs)	1,000,000		1,000,000				1,000,000		1,000,000
TOTAL	14,311,712	1,876,250	16,187,962				14,311,712	1,876,250	16,187,962

Indirect As A Percent of Direct

12.9%

RM

Contractor Initials

Date 11-10-20

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials TRAM
Date 11/10/2020



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

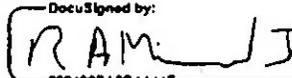
Place of Performance (street address, city, county, state, zip code) (list each location)

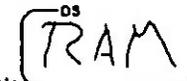
Check if there are workplaces on file that are not identified here.

Vendor Name:

11/10/2020

Date

DocuSigned by:

 Name: RICHARD A. Minard, Jr.
 Title: Executive Director

Vendor Initials 
 Date 11/10/2020



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/10/2020

Date

DocuSigned by:

RAM

Name: Richard A. Minard, Jr.

Title: Executive Director

DS
TRAM

Vendor Initials

11/10/2020

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

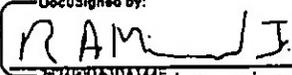
LOWER TIER COVERED TRANSACTIONS

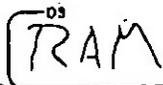
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible,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

Contractor Name:

11/10/2020

Date

DocuSigned by:

 Name: Richard A. Minard, Jr.
 Title: Executive Director

Contractor Initials 
 Date 11/10/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

11/10/2020

Date

DocuSigned by:

RAM/J

Name: Richard A. Minard, Jr.

Title: Executive Director

Exhibit G

Contractor Initials

^{DS}
RAM

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/10/2020

Date

DocuSigned by:

RAM

Name: Richard A. Minard, Jr.

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

TRAM



New Hampshire Department of Health and Human Services

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

Department of Health and Human Services
 The State by:
Ann H. N. Landry
 Signature of Authorized Representative
 Ann H. N. Landry
 Name of Authorized Representative
 Associate Commissioner
 Title of Authorized Representative
 11/17/2020
 Date

Building Community in New Hampshire
 Name of the Contractor
RAM J
 Signature of Authorized Representative
 Richard A. Minard, Jr.
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 11/10/2020
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

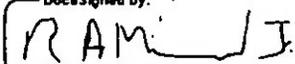
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

11/10/2020

Date

DocuSigned by:

 Name: Richard A. Minard, Jr.
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

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

 x NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____

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Date 11/10/2020

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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