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Lori A. Weaver
Commissioner

Reuben T. Hampton
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HEALTH EQUITY

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August 22, 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, Office of Health Equity, to enter into **Sole Source** amendments to existing contracts with the Contractors listed below for funding to support additional health and well-being programs of refugees resettled in New Hampshire, by exercising contract renewal options by increasing the total price limitation by $444,477 from $598,893 to $1,043,370 and extending the completion dates from September 30, 2023 to September 30, 2024, effective October 1, 2023, upon Governor and Council approval. 100% Federal funds.

The original contracts were approved by Governor and Council on May 6, 2020, item #15, amended on December 18, 2020, item #7, amended on May 4, 2022, item #7, and most recently amended on February 8, 2023, item #9.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	$299,446.50	$222,239.50	$521,686
International Institute of New England, Inc.	177551	Manchester, NH	$299,446.50	$222,237.50	$521,684
		Total:	**$598,893**	**$444,477**	**$1,043,370**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractors have an agreement with the United States Department of State to resettle families via the U.S. Refugee Program and have access to refugee demographic information necessary to perform these services. Additionally, through the federal contracts, the Contractors develop and implement integration plans for each refugee arriving in New Hampshire. Therefore the Contractors are the only providers in the state who are able to provide these services.

The purpose of this request is for the Contractors to continue to provide healthcare support services for Office of Refugee Resettlement eligible individuals resettled in the State for up to five (5) years from the date of arrival, including targeted services for Afghans resettled through Operation Allies Welcome, through the US Department of Homeland Security. The Contractors will provide services, which include scheduling dental appointments for all clients within 6 months of arrival, conducting both pre- and post-assessments of knowledge and/or well-being after individuals that participate in an expanded health orientation, group health education and wellness activities; and completing a plan of care for each client receiving health care navigation and support services. Additionally, the Contractors will each facilitate a minimum of three (3) wellness groups per year.

Approximately 520 Office of Refugee Resettlement eligible individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide orientations on the U.S. healthcare system as well as education on identified health conditions. In addition, the Contractors organize, schedule and coordinate medical and mental health appointments; accompanying clients to medicals appointments; providing facilitating transportation to appointments; and ensuring interpreter services are acquired for all appointments, as necessary. The Contractors also educate health providers on culturally and linguistically appropriate care and facilitate client wellness groups.

The Department will monitor services by ensuring:

- 100% of new arrivals will receive an expanded health orientation.
- 100% of individuals who require care beyond the initial health examination will receive health navigation and support services.
- 100% of new arrivals will be educated about the need to obtain health insurance when transitioning off Medicaid or Refugee Medical Assistance.
- The contractors to submit monthly program reports detailing the clients served; the services provided; and performance measures achieved.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1 Subsection 1.2. of the original agreements, the parties have the option to extend the agreements for up to three (3) 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) year of the two (2) years, ten (10) month and fourteen (14) days available.

Should the Governor and Executive Council not authorize this request, Office of Refugee Resettlement eligible individuals with complex health conditions may not receive the needed health care in a timely and culturally and appropriate manner. In addition, Office of Refugee Resettlement eligible individuals may not gain the knowledge and skills necessary to navigate the U.S. health care system independently and to manage their health and health conditions.

Source of Federal Funds: Assistance Listing Number #93.566 FAIN #2301NHRSSS-01 and #2301NHRSSS-02.

Area served: Statewide

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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

Funding Source: 1

Ascentria Community Services, Inc. **Vendor # 222201-B004**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070005	$37,499.50	$0.00	$37,499.50
2022	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2023	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2024	102-500731	Contracts for Program Services	95070005	$4,688.00	$0.00	$4,688.00
2025	102-500731	Contracts for Program Services	95070005	$0.00	$0.00	$0.00
		Sub Total		***$117,187.50***	***$0.00***	***$117,187.50***

Funding Source: 2

Ascentria Community Services, Inc. **Vendor # 222201-B004**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070021	$14,063.00	$0.00	$14,063.00
2023	102-500731	Contracts for Program Services	95070021	$57,627.00	$0.00	$57,627.00
2024	102-500731	Contracts for Program Services	95070021	$17,644.00	$35,431.00	$53,075.00
2025	102-500731	Contracts for Program Services	95070021	$0.00	$11,808.00	$11,808.00
		Sub Total		***$89,334.00***	***$47,239.00***	***$136,573.00***

Funding Source: 3

Ascentria Community Services, Inc. **Vendor # 222201-B004**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070023	$34,847.00	$0.00	$34,847.00
2023	102-500731	Contracts for Program Services	95070023	$46,463.00	$0.00	$46,463.00
2024	102-500731	Contracts for Program Services	95070023	$11,615.00	$0.00	$11,615.00
2025	102-500731	Contracts for Program Services	95070023	$0.00	$0.00	$0.00
		Sub Total		***$92,925.00***	***$0.00***	***$92,925.00***

Funding Source: 4

Ascentria Community Services, Inc. **Vendor # 222201-B004**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	95070019	$0.00	$131,251.50	$131,251.50
2025	102-500731	Contracts for Program Services	95070019	$0.00	$43,749.00	$43,749.00
		Sub Total		***$0.00***	***$175,000.50***	***$175,000.50***
			ACS Subtotal	***$299,446.50***	***$222,239.50***	***$521,686.00***

Funding Source: 5

IINE **Vendor # 177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070005	$37,296.50	$0.00	$37,296.50
2022	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2023	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2024	102-500731	Contracts for Program Services	95070005	$4,891.00	$0.00	$4,891.00
2025	102-500731	Contracts for Program Services	95070005	$0.00	$0.00	$0.00
		Sub Total		***$117,187.50***	***$0.00***	***$117,187.50***

Funding Source: 6

IINE **Vendor # 177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070021	$14,063.00	$0.00	$14,063.00
2023	102-500731	Contracts for Program Services	95070021	$57,627.00	$0.00	$57,627.00
2024	102-500731	Contracts for Program Services	95070021	$17,644.00	$29,535.00	$47,179.00
2025	102-500731	Contracts for Program Services	95070021	$0.00	$17,703.00	$17,703.00
		Sub Total		***$89,334.00***	***$47,238.00***	***$136,572.00***

Funding Source: 7

IINE **Vendor # 177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070023	$34,847.00	$0.00	$34,847.00
2023	102-500731	Contracts for Program Services	95070023	$46,463.00	$0.00	$46,463.00
2024	102-500731	Contracts for Program Services	95070023	$11,615.00	$0.00	$11,615.00
2025	102-500731	Contracts for Program Services	95070023	$0.00	$0.00	$0.00
		Sub Total		***$92,925.00***	***$0.00***	***$92,925.00***

Funding Source: 8

IINE **Vendor # 177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	95070019	$0.00	$109,371.50	$109,371.50
2025	102-500731	Contracts for Program Services	95070019	$0.00	$65,628.00	$65,628.00
		Sub Total		***$0.00***	***$174,999.50***	***$174,999.50***
			IINE Subtotal	***$299,446.50***	***$222,237.50***	***$521,684.00***
			TOTAL	**$598,893.00**	**$444,477.00**	**$1,043,370.00**

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

This Amendment to the Refugee Health Promotion 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 May 6, 2020, Item #15, as amended on December 18, 2020, Item #7, as amended on May 4, 2022, Item #7, and as amended on February 8, 2023, Item #9, 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 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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:

   $521,686

3. Modify Exhibit B, Scope of Services by replacing it in its entirety with Exhibit B Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms by replacing it in its entirety with Exhibit C Amendment #4 Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-13, Budget – Amendment #4, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-14, Budget – Amendment #4, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-15, Budget – Amendment #4, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-16, Budget – Amendment #4, 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 October 1, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/28/2023
Date

DocuSigned by:
Reuben Hampton
4EE207407B364A2...
Name: Reuben Hampton
Title: Director, Office of Health Eq

Ascentria Community Services, Inc.

8/28/2023
Date

DocuSigned by:
Aimee Mitchell
11B472DB85D5475...
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

8/29/2023
Date

DocuSigned by:
Robyn Guarino
74873484041460...
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:

New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B – Amendment #4

Scope of Services

1. Statement of Work

1.1. The Contractor must provide services and activities that promote the health and wellness of Office of Refugee Resettlement (ORR) – eligible populations by:

1.1.1. Providing opportunities to increase health literacy;

1.1.2. Coordinating health care for medical and mental health conditions.

1.1.3. Building capacity within communities to address mental health needs including but not limited to help overcoming stigmas associated with mental health care; and

1.1.4. Creating opportunities for social engagement to reduce isolation, including but not limited to organizing wellness groups.

1.2. The Contractor must provide services, statewide, to OOR-eligible populations to increase access to health care and reduce gaps in services, with an emphasis on the geographic areas of Concord, Manchester, and Nashua. Services must include, but are not limited to:

1.2.1. Health care navigation and support services for medical and mental health.

1.2.2. Health orientations.

1.2.3. Health education.

1.2.4. Home visiting.

1.2.5. Targeted wellness groups.

1.2.6. Health provider education.

1.3. The Contractor must ensure all required services in 1.2. are:

1.3.1. Client-centered;

1.3.2. Trauma-informed;

1.3.3. Strengths-based; and

1.3.4. Culturally and linguistically Appropriate (CLAS).

1.4. The Contractor must provide services to ORR-eligible clients who are within their first five years of eligibility.

1.5. The Contractor must provide health care navigation and support services for medical and mental health conditions to ORR-eligible clients who require care beyond the initial health examination to ensure they are able to access and navigate complex health care systems, prioritizing the clients who are the most at-risk. Health navigation and support services include, but are not limited to:

1.5.1. Scheduling and coordinating medical and mental health

appointments.

1.5.2. Accompanying clients to health appointments.

1.5.3. Providing and/or facilitating the provision of transportation to and from health appointments.

1.5.4. Ensuring appropriate interpreter services are available to clients during health appointments with providers, as needed.

1.5.5. Assisting ORR-eligible populations to obtain appropriate health insurance.

1.6. The Contractor must insure ORR-eligible at-risk clients who require care beyond the initial medical examination receive health care navigation and support services, in accordance with Section 1.4

1.7. The Contractor must provide uniform, continuous, and timely transition of case coordination services related to the initial refugee health examination to health care navigation and support immediately following completion of the initial refugee health examination and any first follow-up appointment(s) and/or on day ninety-one (91) of resettlement, whichever is sooner, to ensure no gaps in services and continuity of care.

1.8. The Contractor must develop a plan of care for each client receiving medical and/or mental health navigation and support services that includes clearly defined and appropriate referrals and access to medical assistance and/or insurance to sufficiently address the health needs of the client being served.

1.9. The Contractor must schedule an initial dental examination for all ORR-eligible clients within six (6) months of arrival.

1.10. The Contractor must conduct an expanded health orientation that includes, but is not limited to, the following topics:

1.10.1. Navigating the U.S. health care system.

1.10.2. Health insurance, including Refugee Medical Assistance.

1.10.3. Privacy and consent laws.

1.10.4. The right to language assistance in health care settings and the role of interpreters.

1.10.5. Transportation options for medical appointments including, but not limited to:

1.10.5.1. Public transportation training.

1.10.5.2. Arranging Medicaid transportation.

1.10.6. Understanding the different types of health care providers including, but not limited to:

1.10.6.1. Primary care providers.

1.10.6.2. Specialists.

1.10.6.3. Pharmacists.

1.10.7. Understanding the different types of health care and when, where and how to access each type including, but not limited to:

1.10.7.1. Preventative.

1.10.7.2. Urgent.

1.10.7.3. Emergency.

1.10.8. Understanding the availability of mental/behavior health services, including but not limited to treatment for substance use disorders, and when, where and how to access services.

1.10.9. Scheduling, keeping and cancelling appointments.

1.10.10. What to bring to appointments.

1.10.11. Medication, including but not limited to:

1.10.11.1. The difference between prescribed medication and over-the-counter (OTT) medication.

1.10.11.2. Refills.

1.10.11.3. Dosage instructions.

1.10.11.4. Side effects.

1.10.12. New ORR- eligible arrivals receive health related orientations throughout the contract period, with priority given to those who have been in the United States for two (2) years or less.

1.11. The Contractor must provide appropriate interpreter services and translated materials at all health orientations including,

1.11.1. Insure the provided interpreter services are coordinated consistently and regularly throughout the contract period, and

1.11.2. All written materials and resources produced are translated.

1.12. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new ORR-eligible populations, and modify the curriculum as needed, with approval from the Department.

1.13. The Contractor must administer pre- and post-assessments to all participants to gauge the level of knowledge gained by the participants on the following health orientation topics:

1.13.1. Navigating the U.S. Health care system.

1.13.2. Making and keeping medical appointments.

1.13.3. Transportation options to get to medical appointments.

1.13.4. Health insurance requirements and options.

1.14. The Contractor must maintain documentation of individual ORR-eligible clients who have received an expanded health orientation, including but not limited to:

1.14.1. The individual clients who participate in health orientation;

1.14.2. The topic(s) of orientation completed by each participant; and

1.14.3. The results of the pre/post test assesment of knowledge.

1.15. The Contractor must conduct a minimum of one (1) home health visit, separate and in addition to any home health visit related to case coordination of the initial medical examination, to reinforce and clarify the information presented in the health orientation, and to address unique questions, issues and concerns.

1.16. The Contractor must provide solely, or in collaboration with other organizations, health education to ORR-eligible populations. Health education consists of individual targeted health outreach and/or group health education session(s). The Contractor must:

1.16.1. Provide a minimum of six (6) group health education sessions each Contract year;

1.16.2. Identify topics of concern in each of the various ORR-eligible populations and prioritize topics that are most urgent or relevant on an ongoing basis.

1.16.3. Invite and arrange for outside organizations to provide group health education sessions on topics within their area(s) of expertise, which may include the topics identified in Subsection 1.12.6. below:

1.16.4. Schedule presenters;

1.16.5. Ensure the provision of interpreter services;

1.16.6. Notify clients of class schedules;

1.16.7. Ensure health education sessions include topics relevant to ORR-eligible populations that include, but are not limited to:

1.16.7.1. Health insurance terms, coverage requirements and options, and the enrollment process.

1.16.7.2. Disabilities including, but not limited to, autism.

1.16.7.3. Women's health including, but not limitied to, domenstic violence and reproductive health.

1.16.7.4. Men's health.

1.16.7.5. Emotional wellness.

1.16.7.6. Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) health.

1.16.7.7. Oral health and hygiene.

1.16.7.8. Vision health.

1.16.7.9. Nutrition and benefits of exercise.

1.16.7.10. Human Immunodeficiency Virus (HIV).

1.16.7.11. Tuberculosis risk reduction.

1.16.7.12. Fire safety.

1.17. The Contractor must administer pre- and post-assessments to gauge the level of knowledge gained at each group health education session.

1.18. The Contractor must facilitate the provision of non-clinical interventions including but not limited to wellness groups to:

1.18.1. Promote refugee wellness;

1.18.2. Reduce isolation; and

1.18.3. Prevent suicide.

1.19. The Contractor must facilitate a minimum of three (3) wellness groups each Contract year, utilizing an evidence-based curriculum and/or methods that are promising practices that may include, but is not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

1.20. The Contractor must provide wellness group activities in a culturally and linguistically appropriate manner.

1.21. The Contractor must conduct pre- and post-assessments to gauge the value of the wellness group activities.

1.22. The Contractor must support and/or assist with ORR-eligible population periodic emotional distress screenings using evidence-based tools that may include, but are not limited to, the Refugee Health Screener 15 (RHS-15), and communicate results and make referrals to health care providers as needed.

1.23. The Contractor must maintain relationships with a minimum of four (4) health care providers within the refugee resettlement network and develop and foster relationships with a minimum of four (4) health care providers who are not in the refugee resettlement network through:

1.23.1. Outreach;

1.23.2. Education; and

1.23.3. Meetings.

1.24. The Contractor must ensure relationships with health and mental care providers within, and not within, the refugee resettlement network focus on, but are not limited to:

1.24.1. Health needs and culture of ORR-eligible populations.

1.24.2. Barriers to care that may include, but are not limited to:

1.24.2.1. Language.

1.24.2.2. Cultural factors.

1.24.2.3. Transportation issues.

1.24.3. National Standards for CLAS in health and healthcare.

1.25. The Contractor must provide education and training to ORR-eligible populations on the availability of health insurance through employers, the Marketplace, expanded Medicaid and/or other financial assistance options at various stages of resettlement, which will include, but is not limited to:

1.25.1. Assistance accessing and navigating the various health insurance options available including;

1.25.2. Assisting with health insurance enrollment applications; and/or

1.25.3. Making referrals to organizations for assistance with health insurance applications.

1.25.4. Providing education on the need to obtain appropriate health insurance when transitioning off Medcaid or Refugee Medical Assistance.

1.25.5. Assistance acessing affordable health insurance beyond the 12 month Refugee Medical Assistance eligiblity period.

1.26. The Contractor must provide planning and evaluation assistance to the Department including, but not limited to:

1.26.1. Developing and collecting pre- and post-assessments of knowledge distributed at orientations, health sessions and training.

1.26.2. Tracking data, including:

1.26.2.1. Number of referrals made;

1.26.2.2. Number of training sessions and participants;

1.26.2.3. Number of consultations or point of contact with providers; and

1.26.2.4. Number of meetings and training sessions.

1.26.3. Collecting feedback from health service providers to evaluate the success of case management coordination, and implementing

adjustments as necessary.

1.26.4. Collecting internal feedback from staff, particularly case managers and other case management specialists to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.

1.27. The Contractor must facilitate referrals to behavioral health providers as needed.

1.28. The Contractor must ensure ORR-eligible clients receiving health navigation and support services in accordance with Subsection 1.4 will have documented a plan of care in accordance with Subsection 1.7.

1.29. The Contractor must participate in virtual or in-person meetings with the Department upon request.

1.30. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

1.31. Staffing and Training

1.31.1. The Contractor must ensure the following staff positions to carry out the services as specified in the Scope of Services:

1.31.1.1. Two (2) Health Case Managers.

1.31.1.2. One (1) Administrator. Responsibilities include but are not limited to:

1.31.1.2.1. Oversight and supervision of the two (2) Health Case Managers including performing all supervisory duties; and

1.31.1.2.2. Oversight of the reporting process and ensuring all required reporting is complete and submitted to the Department timely in accordance with Subsection 1.29. Reporting.

1.32. The Contractor must ensure staff participate in trainings on the following subject matters:

1.32.1. Understanding health insurance coverage and enrollment requirements on the state and federal levels in order to assist ORR-eligible populations obtain appropriate health insurance;

1.32.2. Professional development training that may include, but is not limited to, the National Alliance on Mental Illness Mental Health First Aide training, to inform practices.

1.33. Reporting

1.33.1. The Contractor must submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than fifteen (15) days after the end of each reporting period, and upon request by the Department. Semi-annual reports must include, but are not limited to:

1.33.1.1. Number of new arrivals by:

1.33.1.1.1. Gender;

1.33.1.1.2. Age;

1.33.1.1.3. Country of origin; and

1.33.1.1.4. Immigration status.

1.33.1.2. Number of clients receiving tuberculosis screening within the following time frames:

1.33.1.2.1. Thirty (30) days of arrival;

1.33.1.2.2. Thirty (30) to ninety (90) days of arrival; and

1.33.1.2.3. Ninety (90) days or more.

1.33.1.3. Number of clients receiving initial health exam within the following time frames:

1.33.1.3.1. Thirty (30) days of arrival;

1.33.1.3.2. Thirty (30) to ninety (90) days of arrival; and

1.33.1.3.3. Ninety (90) days of arrival or more.

1.33.1.3.4. Major accomplishments/new initiatives, challenges/emerging issues, and client success stories.

1.33.1.4. Number of children six (6) months to sixteen (16) years of age who have been screened for lead.

1.33.1.5. Number of clients scheduled for first dental examination within six (6) months of arrival.

1.33.1.6. Number of clients referred to the following:

1.33.1.6.1. Primary care provider;

1.33.1.6.2. Dental care provider;

1.33.1.6.3. Emergency room;

1.33.1.6.4. Mental health provider;

1.33.1.6.5. Infectious disease specialist;

1.33.1.6.6. Vision care provider;

1.33.1.6.7. Hearing care provider;

1.33.1.6.8. HIV services;

1.33.1.6.9. Tuberculosis follow-up services;

1.33.1.6.10. Pre-natal care provider;

1.33.1.6.11. Other specialists as well as the other conditions identified by the State Refugee Health Coordinator.

1.33.1.7. Demographic data for ORR-eligible clients receiving Refugee Health Promotion services,including:

1.33.1.7.1. Gender;

1.33.1.7.2. Age;

1.33.1.7.3. Primary language;

1.33.1.7.4. Country of origin; and

1.33.1.7.5. Immigration status.

1.33.1.8. Number and names of clients receiving health care navigation and support services for medical conditions.

1.33.1.9. Number and names of clients receiving health care navigation and support services for mental healthconditions.

1.33.1.10. Number and names of clients participating in a wellness groups.

1.33.1.11. Number and names of clients receiving initial health orientation and topic(s) covered.

1.33.1.12. Number and names of clients receiving home visits.

1.33.1.13. Number and names of clients receiving individual targeted health education and topic(s) covered.

1.33.1.14. Number of health providers receiving training.

1.33.1.15. Number of health case manager trainings and topic(s).

1.33.1.16. Number of ORR-eligible clients educated and/or referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.

1.33.1.17. Accomplishments and challenges in conducting Refugee Health Promtion services.

1.33.2. The Contractor must identify and submit the primary health related issues of concern in each of the ORR-eligible client communities to

the Department. Primary health related issues may include, but are not limited to:

1.33.2.1. Diabetes.

1.33.2.2. Hypertension.

1.33.2.3. Mental health.

1.33.2.4. Oral health concerns.

1.33.3. The Contractor must provide the Department with the Refugee Health Promotion Tracking Log, or the data contained therein, in a format acceptable to the Department on a monthly basis.

1.33.4. The Contractor must submit a final program report to the Department no later than fifteen (15) calendar days prior to the contract completion date.

1.33.5. The Contractor may be requested to provide additional key data, reports and metrics to the Department as deemed necessary by the Department.

1.34. Performance Measures

1.34.1. The Contractor must ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:

1.34.1.1. Adult ORR-eligible clients receive assistances accessing affordable health insurance beyond the 12 month Refugee Medical Assistance eligibity period ;

1.34.1.2. Results of the pre/post assessments of knowledge distributed at each health orientation demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:

1.34.1.2.1. Accessing and navigating the US Health System in order to obtain health insurance;

1.34.1.2.2. Scheduling and keeping health appointments; and

1.34.1.2.3. Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments; and

1.34.1.2.4. Health insurance and requirements.

1.34.1.3. Results of the pre/post assesments of knowledge distributed at each health education session demonstrate 80% of ORR-eligible adult clients gained knowledge on a

minimum of one (1) health topic.

1.34.1.4. Results of pre/post assesments of well-being distributed at wellness groups demonstrate that 80% of ORR-eligible clients increased well-being as a result of participating in the group.

1.34.1.5. A minimum of four (4) new relationships are established with providers outside of the refugee resettlement network each contract year.

1.34.1.6. Participation in a minimum of four (4) meetings each with a minimum of three (3) separate providers within the refugee resettlement network each contract year.

1.34.2. The Contractor must develop and submit a corrective action plan for any performance measure(s) not on target to be achieved annually, in accordance with Subsection 1.30.1. to the Department on a quarterly basis until such time all measures are achieved annually, that must include:

1.34.2.1. The barrier(s) to achieving the measure(s) annually; and

1.34.2.2. A detailed plan to achieve the measure(s) annually that must include but is not limited to, a timeline.

1.35. Background Checks

1.35.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:

1.35.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.35.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.35.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.36. Confidential Data

1.36.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.36.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.37. Privacy Impact Assessment

1.37.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.37.1.1. How PII is gathered and stored;

1.37.1.2. Who will have access to PII;

1.37.1.3. How PII will be used in the system;

1.37.1.4. How individual consent will be achieved and revoked; and

1.37.1.5. Privacy practices.

1.37.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.38. Contract End-of-Life Transition Services

1.38.1. General Requirements

1.38.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department,

the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.38.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.38.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.38.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.38.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.38.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the

terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.38.2. Completion of Transition Services

1.38.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.38.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.38.3. Disagreement over Transition Services Results

1.38.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

1.38.4. State of New Hampshire's Website Copyright

1.38.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.

2.2. The Contractor must 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 and is incorporated by reference herein..

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. The Contractor must submit, within ten (10) days of the Agreement 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.

3.3. Credits and Copyright Ownership

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

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations must be made on forms provided by the Department for that purpose and must be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services

hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains 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
New Hampshire Refugee Health Promotion Program

EXHIBIT C – Amendment #4

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, Refugee Services, as awarded on November 30, 2022, by the Children & Families, Refugee Resettlement, ALN 93.566, FAIN #2301NHRSSS-01 and #2301NHRSSS-02.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through Exhibit C-16, Budget – Amendment #4.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes personnel activity reports for all hourly and salaried staff regarding payroll.
   4.2. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.3. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.4. Identifies and requests payment for allowable costs incurred in the previous month.
   4.5. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to Laura.Mcglashan@dhhs.nh.gov or mailed to:

   Laura McGlashan, NH State Refugee Health Coordinator
   Department of Health and Human Services
   Office of Health Equity
   97Pleasant Street, Thayer Building
   Concord, NH 03301

Phone: (603) 271-2688

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses 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.

7. 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.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. 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.

8.1.2. 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.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. 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.

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

8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-13,Amendment #4, SFY24 Budget
(Afghan Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	Ascentria Community Services, Inc.
Budget Request for:	Refugee Health Promotion Program - Afghan
Budget Period	SFY 24 (10/1/2023 through 6/30/2024)
Indirect Cost Rate (if applicable)	22.63% of Salary and Wages
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$19,108
2. Fringe Benefits	$5,350
3. Consultants	$1
4. Equipment Indirect cost rate cannot be	$382
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$419
6. Travel	$353
7. Software	$250
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$2,810
8. (c) Other - Other (specify below)	$0
Other (please specify) Interpreters and document translation	$260
Other (please specify) Occupancy	$1,529
Other (please specify) Direct Admin - Telephone, Internet , Postage, Liability Insurance	$760
Other (please specify) Laptop and docking station	$1
Other (please specify) Client Direct Assistance (housing, basic needs, technology	$1
Other- Subcontracted program care	$1
Total Direct Costs	$31,224
Total Indirect Costs	$4,207
TOTAL	$35,431

Contractor Initial: DS AM

Date: 8/28/2023

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Exhibit C-14, Amendment #4 SFY24 Budget
(Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	Ascentria Community Services, Inc.
Budget Request for:	Refugee Health Promotion Program
Budget Period	SFY 24 (10/1/2023 to 6/30/2024)
Indirect Cost Rate (if applicable)	22.63% of Salary and Wages
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$75,446.50
2. Fringe Benefits	$21,125
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.	$1,509
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,933
6. Travel	$1,410
7. Software	$1,400
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$1,000
8. (c) Other - Other (specify below)	$0
Other (please specify) Interpreters and document translation	$1,300
Other (please specify) Occupancy	$6,036
Other (please specify) Direct Admin - Telephone, Internet , Postage, Liability Insurance	$3,014
Other (please specify) Laptop and docking station	$1
Other (please specify) Client Direct Assistance (housing, basic needs, technology	$1
Other- Subcontracted Program Care	$1
Total Direct Costs	$114,177.50
	$0
Total Indirect Costs	$17,074
	$0
TOTAL	$131,251.50

Contractor Initial: AM (DS)

Date: 8/28/2023

DocuSign Envelope ID: 918671CD-E388-41FB-9E36-8AD0DD400B55

Exhibit C-15, Amendment #4 SFY25 Budget
(Afghan Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	Ascentria Community Services, Inc.
Budget Request for:	Refugee Health Promotion Program Afghan
Budget Period	SFY 25 (07/1/2024 through 9/30/2024)
Indirect Cost Rate (if applicable)	22.63% of Salary and Wages
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$6,058
2. Fringe Benefits	$1,696
3. Consultants	$1
4. Equipment Indirect cost rate cannot be	$121
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$581
6. Travel	$353
7. Software	$350
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$250
8. (c) Other - Other (specify below)	$0
Other (please specify) Interpreters and document translation	$260
Other (please specify) Occupancy	$485
Other (please specify) Direct Admin - Telephone, Internet , Postage, Liability Insurance	$280
Other (please specify) Laptop and docking station	$1
Other (please specify) Client Direct Assistance (housing, basic needs, technology	$1
Other Sub-contracted program care	$1
Total Direct Costs	$10,437
	$0
Total Indirect Costs	$1,371
Total	$11,808

Contractor Initial: DS AM

Date: 8/28/2023

DocuSign Envelope ID: 918671CD-E388-41FB-9E36-8AD0DD400B55

Exhibit C-16, Amendment #4 SFY25 Budget
(Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	Ascentria Community Services, Inc.
Budget Request for:	Refugee Health Promotion Program
Budget Period	SFY 25 (07/01/2024 through 09/30/2024)
Indirect Cost Rate (if applicable)	22.63% of Salary and Wages

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$25,149
2. Fringe Benefits	$7,042
3. Consultants	$1
4. Equipment Indirect cost rate cannot be	$503
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$653
6. Travel	$470
7. Software	$450
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$250
8. (c) Other - Other (specify below)	$0
Other (please specify) Interpreters and document translation	$520
Other (please specify) Occupancy	$2,012
Other (please specify) Direct Admin - Telephone, Internet , Postage, Liability Insurance	$1,006
Other (please specify) Laptop and docking station	$1
Other (please specify) Client Direct Assistance (housing, basic needs, technology	$1
Other (please specify) Sub-contracted program care	$1
Total Direct Costs	$38,058
Total Indirect Costs	$5,691
TOTAL	$43,749

Contractor Initial: DS AM

Date: 8/28/2023

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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.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 918671CD-E388-41FB-9E36-8AD0DD400B55

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2022

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

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

PRODUCER	CONTACT NAME: Tina Housman
Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): — FAX (A/C, No): — E-MAIL ADDRESS: Tina.Housman@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.	18058
INSURER B: The First Liberty Insurance Corp.	33588
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ascentria Care Alliance, Inc. 11 Shattuck St. Worcester MA 01605

COVERAGES **CERTIFICATE NUMBER: 22-23 GL AUTO UMB WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2471905	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			PHPK2471913	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			PHUB835023	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 1469872 - 00	12/1/2022	12/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2471905 Retroactive Date: 1/1/2004	10/1/2022	10/1/2023	Each Occurence Aggregate	$1,000,000 $3,000,000

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

State of New Hampshire Department of Health and Human Services is included as additional insured where required by written contract.

Ascentria Community Services, Inc is included as a named insured on the above policies as required by written contract

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

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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.

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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

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

INDEPENDENT AUDITORS' REPORT

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

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.

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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.

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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

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

ASSETS	2022	2021
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 y
Prepaid Expenses	77,315	100,926
Vehicle Inventory	110,171	133,728
Total Current Assets	9,858,501	9,809,258
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	2,919,809	2,812,947
Less: Accumulated Depreciation	2,161,956	2,031,576
Total Property and Equipment	757,853	781,371
DUE FROM RELATED PARTIES	3,305,910	-
OTHER ASSETS		
Deposits	88,885	112,192
Total Other Assets	88,885	112,192
Total Assets	$ 16,688,441	$ 11,699,828

See accompanying Notes to Consolidated Financial Statements.

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

LIABILITIES AND NET ASSETS	2022	2021
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.

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

	2022	2021
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	136,435	168,412
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	130,378	130,027
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	3,553,766	(5,781)
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	$ 5,552,268	$ 1,956,095

See accompanying Notes to Consolidated Financial Statements.

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

	Without Donor Restriction	With Donor Restriction	Total
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	1,956,095	161,447	2,117,542
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	5,552,268	1,680,285	7,232,553
BALANCE - JUNE 30, 2022	$ 7,064,981	$ 2,767,576	$ 9,832,557

See accompanying Notes to Consolidated Financial Statements.

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

	Program Services						Supporting Services			
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising	Total Support Services	Total Expenses
Salaries and Wages	$ 992,151	$ 5,781,772	$ 2,934,946	$ 5,751,947	$ 4,621,573	$ 20,082,389	$ 61,191	$ -	$ 61,191	$ 20,143,580
Employee Benefits	213,795	1,450,459	619,336	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	1,756,973	220,789	-	220,789	1,977,762
Operating Supplies and Expenses	18,645	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	579,376	2,187	-	-	-	581,563	-	-	-	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	-	646,408	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	1,644	6,755	14,205	2,576	14,494	39,674	1,239	-	1,239	40,913
Management Fees	-	-	-	-	-	-	4,513,788	-	4,513,788	4,513,788
Taxes	-	531,617	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	47,975	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.

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

	Program Services						Supporting Services			
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising	Total Support Services	Total Expenses
Salaries and Wages	$ 836,439	$ 5,322,401	$ 3,003,900	$ 5,017,853	$ 4,082,749	$ 18,263,342	$ 133,697	$ -	$ 133,697	$ 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	69,262	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	758,677	-	-	-	-	758,677	-	-	-	758,677
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	80,495	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	1,660	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	5,860,197	6,333,990	7,539,437	31,709,123	5,300,161	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	$ 5,300,161	$ 5,438	$ 5,305,599	$ 37,144,749

See accompanying Notes to Consolidated Financial Statements.

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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.

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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.

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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.

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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.

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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.

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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.

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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:

	2022	2021
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.

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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.

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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.

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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:

	2022	2021
Due from Related Parties:		
Ascentria Care Alliance, Inc.	$ 3,305,910	$ -
Total	$ 3,305,910	$ -

	2022	2021
Due to Related Parties:		
Ascentria Care Alliance, Inc.	$ -	$ 1,820,131
Total	$ -	$ 1,820,131

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:

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

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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.

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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.

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NOTE 9 LONG-TERM DEBT (CONTINUED)

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

Description	2022	2021
Note Payable		
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	$ 368,864	$ 3,908,861

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.

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NOTE 9 LONG-TERM DEBT (CONTINUED)

Following are current maturities for the next five years:

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

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:

Year Ending June 30,	Amount
2023	$ 446,252
2024	151,270
2025	5,316
Total	$ 602,838

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.

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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	$ 2,765,807	$ -	$ -	$ 2,765,807

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

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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:

	2022	2021
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:

	2022	2021
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	$ 9,580,731	$ 9,484,320

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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.

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

Department Office	Agreement Number	Agreement Amount	Agreement Period	Agreement Service	Agreement Status	Federal Expenses	State Expenses	Total Department Expenses
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:** X **No:**

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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 Entity ID Number	Federal Expenditures	Amounts Provided to Subrecipient
DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	Commonwealth of Massachusetts Department of Children & Families	Various	$ 1,848,945	$ -
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	Commonwealth of Massachusetts Office of Refugee and Immigrants	Various	502,856	224,607
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	State of New Hampshore	Various	174,072	-
Subtotal AL #93.566				2,525,873	224,607
Unaccompanied Alien Children Program	93.676	Lutheran Immigration and Refugee Services	Various	1,221,749	-
Unaccompanied Alien Children Program	93.676	Church World Services	90ZU0400	1,572	-
Unaccompanied Alien Children Program	93.676	Vera Institute for Justice	140D0422C00008	144,014	-
Subtotal AL #93.676				1,367,335	-
Medical Assistance Program	93.MEDICAID	State of New Hampshire	N/A	647,374	-
Medical Assistance Program	93.MEDICAID	Southern New Hampshire Health System	N/A	79,395	-
Medical Assistance Program	93.MEDICAID	State of Maine Home and Community Based Services	N/A	716,660	-
Subtotal AL# 93.MEDICAID				1,443,429	-
Refugee and Entrant Assistance Wilson/Fish Program	93.583	State of New Hampshire - Office of Health Equity	N/A	85,888	-
Refugee and Entrant Assistance Discretionary Grants	93.576	Church World Services	Various	121,591	-
Refugee and Entrant Assistance Discretionary Grants	93.576	State of New Hampshire - Office of Health Equity	Various	43,914	-
Refugee and Entrant Assistance Discretionary Grants	93.576	Lutheran Immigration and Refugee Services	Various	60,163	-
Subtotal AL #93.576				225,668	-
COVID-19: Provider Relief Fund and American Rescue Plan (ARP) Rural Distribution	93.498	N/A	N/A	771,838	-
Total Department of Health and Human Services				6,420,031	224,607
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 LSS 0001A	342,411	-
Farm to School Grant Program	10.575	N/A	N/A	27,435	-
Total Department of Agriculture				369,846	-
DEPARTMENT OF JUSTICE					
Crime Victim Assistance	16.575	Commonwealth of Massachusetts - Office of Victims Assistance	VOCA2017ACSN00000000	112,732	-
Services for Trafficking Victims	16.320	N/A	N/A	207,829	-
Total Department of Justice				320,561	-
DEPARTMENT OF TREASURY					
COVID-19: Coronavirus State and Local Fiscal Recovery Funds	21.027	Commonwealth of Massachusetts Department of Children & Families	00092022COVID19RELIF	70,316	-
COVID-19: Coronavirus State and Local Fiscal Recovery Funds	21.027	State of New Hamphire - NH Housing Finance Authority		8,448	-
Subtotal AL #21.027				78,764	-
Total Department of Treasury				78,764	-
DEPARTMENT OF STATE					
U.S. Refugee Admissions Program	19.510	Lutheran Immigration and Refugee Services	Various	732,012	-
U.S. Refugee Admissions Program	19.510	Church World Services	Various	764,778	-
Subtotal AL #19.510				1,496,790	-
Total Department of State				1,496,790	-
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	84.126	Massachusetts Rehabilitation Commission	SCMRC2007ASCENFY1700	284,974	-
Total Department of Education				392,198	-
Total Federal Awards				$ 9,078,190	$ 224,607

See accompanying Notes to Schedule of Expenditures of Federal Awards.

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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.

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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.

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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.

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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.

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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

CliftonLarsonAllen LLP

Boston, Massachusetts
January 6, 2023

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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
93.778	Medical Assistance Program
93.498	Provider Relief Fund (PRF) and American Rescue Plan (ARP) Rural Distribution

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	___X___ yes _____ no

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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.

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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	

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

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Rachel Merrill

[redacted]

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

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Rachel Merrill

[redacted]

- 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

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Kabin Ghale

[redacted]

Objective

To make an immediate contribution to an organization that prides itself on quality, integrity and professional advancement in health service sector.

Education and Training

BACHELOR DEGREE IN POLITICAL SCIENCE
Bagdugara Collage Darjeeling, India 2006-2009

HIGH SCHOOL DIPLOMA
Kumudini Homes, Kalingpong, India 2003-2005

HEALTH CARE VOCATIONAL TRAINING
Easterseals, Manchester, NH 2011

Work Experience

HEALTH CASE MANAGER -ASCENTRIA CARE ALLIANCE 2022-TILL

- Coordinate and facilitate client care through assessment, evaluation, and planning.
- Act as the client's advocate as it relates to insurance coverage and financial assistance.
- Communicate client needs to a variety of care team members and follow up accordingly.

RESIDENTIAL COUNSELOR (LEAD) – CROTCHED MOUNTAIN SCHOOL 2014 - 2020

- Provide residential services to special needs adults and children.
- Help client develop skills related to self-care, relationship building, problem solving,
- Engage clients with community and recreational activities.

CASHIER – T&N GAS AND CONVENIENCE STORE 2010 -2014

- Oversaw the day –to-day operations of filling station and convenience store.
- Responsible for displaying, cleaning, and rotating merchandise in an effort for maximum sales.
- Managed staff, worked with vendors and monitored sales.

PERSONAL CARE SERVICE PROVIDER – EASTERSEALS NH 2011- 2012

- Participated in adult day care program.
- Trained and certified CPR, AED, First aid, and Management of aggressive behaviors.
- Received commendation from supervisor for patience and assertiveness when working clients

Skills and Abilities

- Experience in Microsoft Office package – Word, Excel, PowerPoint.
- Excellent documentation skills.
- Strong written and oral communication skills.
- Multilinguistic - fluent in English, Nepali and Hindi.
- Ability to pay attention and follow instructions.

References

Available upon Request.

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Ascentria Community Services, Inc.
Key Personnel

Refugee Health Promotion – SY24	(10/1/23-6/30/24)	
Name	Job Title	Salary Amount Paid from this Contract
Rachel Merrill	Program Manager	$ 1,223.48
TBD	Coordinator	$ 22,398.48
TBD	Resettlement Navigator	$ 32,760.00
Kabin Ghale	Resettlement Navigator	$ 16,380.00
TBD	Business Manager	$1,125.15
TBD	Administrative Assistant	$ 1,560.00

Refugee Health Promotion – SY25	(7/1/24-9/30/25)	
Name	Job Title	Salary Amount Paid from this Contract
Rachel Merrill	Program Manager	$ 401.81
TBD	Coordinator	$ 7,466.16
TBD	Resettlement Navigator	$ 10,920.00
Kabin Ghale	Resettlement Navigator	$ 5,460.00
TBD	Business Manager	$375.05
TBD	Administrative Assistant	$520.00

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Ascentria Community Services, Inc.
Key Personnel

Refugee Health Promotion – Afghan SY24	(10/1/23-6/30/24)	
Name	Job Title	Salary Amount Paid from this Contract
Rachel Merrill	Program Manager	$ 1,223.48
TBD	Coordinator	$ 3,733.08
Kabin Ghale	Resettlement Navigator	$ 11,466.00
TBD	Business Manager	$1,125.15
TBD	Administrative Assistant	$ 1,560.00

Refugee Health Promotion – Afghan SY25	(7/1/24-9/30/25)	
Name	Job Title	Salary Amount Paid from this Contract
Rachel Merrill	Program Manager	$ 401.81
TBD	Coordinator	$ 1,244.36
Kabin Ghale	Resettlement Navigator	$ 3,822.00
TBD	Business Manager	$375.05
TBD	Administrative Assistant	$520.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

December 1, 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 existing **Sole Source** contracts with the Contractors listed below to add funding to promote and address the health and well-being of refugees resettled in New Hampshire, by increasing the total price limitation by $103,668 from $495,225 to $598,893, effective upon Governor and Council approval. 100% Federal Funds

The original contracts were approved by Governor and Council on May 6, 2020, item #15, amended on December 18, 2020, item #7, and most recently amended on May 4, 2022, item #7.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	$247,612.50	$51,834	$299,446.50
International Institute of New England, Inc.	177551	Manchester, NH	$247,612.50	$51,834	$299,446.50
		Total:	**$495,225**	**$103,668**	**$598,893**

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.

EXPLANATION

This request is to add funding provided by the Children & Families, Refugee Resettlement Program for the purpose of providing expand services due to continued demand. This request is

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

The purpose of this request is to expand services to the Refugee Health Promotion Program for the Afghan population, an expansion of Office of Refugee Resettlement eligible individuals, by increasing funding to provide services and activities to help Afghan refugees resettled in New Hampshire. These services include but are not limited to case management for clients with complex conditions, expanded health orientation, health and provider education and facilitation of wellness groups. More than 6 million Afghans have been driven out of their homes in country, by conflict, violence and poverty. Tens of thousands of Afghans have been re-settled across the U.S., including New Hampshire. The Refugee Health Promotion Program helps support individuals re-build their lives by providing case management, and helping clients build the knowledge to navigate the healthcare system.

Approximately 520 Office of Refugee Resettlement eligible individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors serve designated ORR-eligible populations resettled in the State for up to five (5) years from the date of arrival. The Contractors provide orientations on the U.S. healthcare system as well as education on identified health conditions. In addition, the Contractors will organize, schedule and coordinate medical and mental health appointments; accompanying clients to medical appointments; providing facilitating transportation to appointments; and ensuring interpreter services are acquired for all appointments, as necessary.

The Department will monitor services by:

- Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR eligible clients have increased knowledge and understanding of:
  - Accessing and navigating the U.S. Health System in order to obtain health insurance;
  - Scheduling and keeping health appointments; and
  - Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.
- A minimum of three (3) Wellness Groups are facilitated each contract year.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements Section 1 Subsection 1.1. of the original agreements, the parties have the option to extend the agreements for up to two (2) additional years, ten (10) months and fifteen (15) days, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, the Department will be unable to provide the Contractors with additional funding to support the Afghan ORR-eligible population. This means individuals with complex health conditions may not receive the needed heath care in a timely and culturally and appropriate manner. In addition, Afghan ORR-eligible populations may not gain the knowledge and skills necessary to navigate the U.S. health care system independently and to manage their health and health conditions.

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Source of Federal Funds: Assistance Listing Number #93.566, FAIN #2022G992210, Children and Families Refugee Settlement.

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
SS-2021-OHE-01-REFUG (Amendment #3)
FISCAL DETAILS SHEET

05-95-095-950010-72090000 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 Community Services, Inc. **Vendor # 222201-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2022	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2023	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2024	102-500731	Contracts for Program Services	95070005	$4,688.00	$0.00	$4,688.00
		Sub Total		***$117,188.00***	***$0.00***	***$117,188.00***

Funding Source:2

Ascentria Community Services, Inc. **Vendor #222201-B01**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070021	$14,063.00	$0.00	$14,063.00
2023	102-500731	Contracts for Program Services	95070021	$18,750.00	$38,877.00	$57,627.00
2024	102-500731	Contracts for Program Services	95070021	$4,687.00	$12,957.00	$17,644.00
		Sub Total		***$37,500.00***	***$51,834.00***	***$89,334.00***

Funding Source:3

Ascentria Community Services, Inc. **Vendor #222201-B01**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070023	$34,847.00	$0.00	$34,847.00
2023	102-500731	Contracts for Program Services	95070023	$46,463.00	$0.00	$46,463.00
2024	102-500731	Contracts for Program Services	95070023	$11,615.00	$0.00	$11,615.00
		Sub Total		***$92,925.00***	***$0.00***	***$92,925.00***
			Total	$247,613.00	**$51,834.00**	$299,447.00

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2021-OHE-01-REFUG (Amendment #3)
FISCAL DETAILS SHEET

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: 4
International Institute of New England, Inc. **Vendor # 177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070005	$37,296.00	$0.00	$37,296.00
2022	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2023	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2024	102-500731	Contracts for Program Services	95070005	$4,891.00	$0.00	$4,891.00
		Sub Total		***$117,187.00***	***$0.00***	***$117,187.00***

Funding Source:5
International Institute of New England, Inc. **Vendor #177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070021	$14,063.00	$0.00	$14,063.00
2023	102-500731	Contracts for Program Services	95070021	$18,750.00	$38,877.00	$57,627.00
2024	102-500731	Contracts for Program Services	95070021	$4,687.00	$12,957.00	$17,644.00
		Sub Total		***$37,500.00***	***$51,834.00***	***$89,334.00***

Funding Source:6
International Institute of New England, Inc. **Vendor #177551-B01**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070023	$34,847.00	$0.00	$34,847.00
2023	102-500731	Contracts for Program Services	95070023	$46,463.00	$0.00	$46,463.00
2024	102-500731	Contracts for Program Services	95070023	$11,615.00	$0.00	$11,615.00
		Sub Total		***$92,925.00***	***$0.00***	***$92,925.00***
			Total	$247,612.00	$51,834.00	$299,446.00
			Grand Total	$495,225.00	$103,668.00	$598,893.00

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

This Amendment to the Refugee Health Promotion 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 May 6, 2020, Item #15, as amended on December 18, 2020, Item #7, and as amended on May 4, 2022, Item #7, 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, 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 increase the price limitation and 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, Price Limitation, Block 1.8, to read:

   $299,446.50

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, Section 2, to read:

   2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with approved line item, as specified in Exhibit C-1, Budget through Exhibit C-12, Budget – Amendment #3.

4. Add Exhibit C-11, Budget, Amendment #3, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-12, Budget- Amendment #3, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

1/9/2023
Date

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

Ascentria Community Services, Inc.

12/28/2022
Date

DocuSigned by:
Aimee Mitchell
A5090C3A7770480...
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

1/10/2023
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:

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*Ascentria Community Services*
Budget Request for:	*Refugee Health Promotion*
Budget Period	*SFY 2023, Exhibit C11*
Indirect Cost Rate (if applicable)	24.99% of salary and wages
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$14,976
2. Fringe Benefits	$4,193
3. Consultants	$9,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$150
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$200
6. Travel	$835
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$300
8. (c) Other - Other (specify below)	
Other (please specify) Occupancy	$1,100
Other (please specify) Telephone, internet, cell	$780
Other (please specify) Postage	$50
Other (please specify) Audit and Legal	$200
Other (please specify) Insurance	$200
Other (please specify) Interpretation	$850
Other (please specify) Laptop	$1,800
9. Subrecipient Contracts	$0
Total Direct Costs	$35,134
Total Indirect Costs	$3,743
TOTAL	$38,877

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Contractor Initials

12/28/2022

Date

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New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*Ascentria Community Services*
Budget Request for:	*Refugee Health Promotion*
Budget Period	*SFY 2024 Exhibit C12*
Indirect Cost Rate (if applicable)	24.99% of salary and wages
Line Item:	**Program Cost - Funded by DHHS**
1. Salary & Wages	$4,420
2. Fringe Benefits	$1,238
3. Consultants	$4,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$150
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$50
6. Travel	$450
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) Occupancy	$425
Other (please specify) Telephone, internet, cell	$225
Other (please specify) Postage	$25
Other (please specify) Audit and Legal	$60
Other (please specify) Insurance	$60
Other (please specify) Interpretation	$250
Other (please specify) Laptop	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$11,853
Total Indirect Costs	$1,105
TOTAL	**$12,957**

OS

AM

Contractor Initials

12/28/2022

Date

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

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

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

April 1, 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 existing agreements with the Contractors listed below to build capacity within communities to address mental health needs including but not limited to overcoming stigmas associated with mental health care, and creating opportunities for social engagement to reduce isolation, by increasing the total price limitation by $260,850 from $234,375 to $495,225 with no change to the contract completion dates of September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on May 6, 2020, item #15, and most recently amended on December 18, 2020, item #7.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	$117,187.50	$130,425.00	$247,612.50
International Institute of New England, Inc.	177551	Manchester, NH	$117,187.50	$130,425.00	$247,612.50
		Total:	**$234,376.00**	**$260,850.00**	**$495,225.00**

Funds are available in the following accounts 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is for each Contractor to hire and implement a mental health case manager position, who will be responsible for providing mental health case management, a mental health orientation, mental health education and the added service of facilitating wellness

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groups and providing home visits as part of implementing the Family Strengthening Intervention for Refugees.

Currently, each Contractor has one (1) health case manager who is responsible for both physical and mental health case management services, orientation and education. With the additional mental health case manager, the existing and new services will further build capacity within communities to address mental health needs, including but not limited to helping overcome stigmas associated with mental health care, and creating opportunities for social engagement to reduce isolation.

Approximately 500 Office of Refugee Resettlement (ORR) eligible individuals will be served through September 30, 2023.

The Contractors serve designated ORR-eligible populations resettled in the State for up to five (5) years from the date of arrival. The Contractors provide orientations on the U.S. healthcare system as well as education on identified health conditions. In addition, the Contractors will organize wellness groups for ORR-eligible clients to prevent isolation, conduct home visits as well as provide health and mental health case management services to ensure ORR-eligible clients obtain the necessary follow-up health and mental health services beyond the initial medical examination in a manner that is timely, and culturally and linguistically appropriate.

The current and new services will continue to reduce barriers to achieving wellness within ORR-eligible populations, as well as impart the knowledge and skills necessary to navigate the U.S. health care system independently and to manage health and health conditions.

The Department will continue monitoring existing and new services to ensure:

- 100% of new ORR-eligible arrivals receive health-related orientations including mental health orientations, and/or workshops/trainings throughout the contract period, with priority given to those who have been in the U.S. for two (2) years or less;
- 100% of ORR-eligible clients who require care beyond the initial medical examination receive case management services, including mental health case management services;
- Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:
    - Accessing and navigating the U.S. Health System in order to obtain health insurance;
    - Scheduling and keeping health appointments; and
    - Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.
- A minimum of three (3) Wellness Groups are facilitated each contract year;
- A minimum of five (5) families are enrolled in and receive the Family Strengthening Intervention for Refugees each contract year;

Should the Governor and Executive Council not authorize this request, ORR-eligible populations with complex health conditions may not receive the needed mental health care in a timely, and culturally and linguistically appropriate, manner. In addition, ORR-eligible populations

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may not gain the knowledge and skills necessary to navigate the U.S. health care system independently and to manage their health and health conditions.

Sources of Federal Funds: Assistance Listing Number (formerly CFDA#) 93.566, FAINs Refugee 22G99RSF2 and Afghan 22G992210.

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

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Refugee Health Promotion Program
SS-2021-OHE-01-REFUG (Amendment #2)
Fiscal Detail Sheet

Ascentria Community Services, Inc., VC# 222201-B001

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Services	95070005	$37,499.50	$0	$37,499.50
2022	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2023	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2024	102-500731	Contracts for Program Services	95070005	$4,688	$0	$4,688
			Subtotals	*$117,187.50*	*$0*	*$117,187.50*

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070021	$0	$14,063	$14,063
2023	102-500731	Contracts for Program Services	95070021	$0	$18,750	$18,750
2024	102-500731	Contracts for Program Services	95070021	$0	$4,687	$4,687
			Subtotals	*$0*	*$37,500*	*$37,500*

Refugee Health Promotion Program
SS-2021-OHE-01-REFUG (Amendment #2)
Fiscal Detail Sheet

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070023	$0	$34,847	$34,847
2023	102-500731	Contracts for Program Services	95070023	$0	$46,463	$46,463
2024	102-500731	Contracts for Program Services	95070023	$0	$11,615	$11,615
			Subtotals	*$0*	*$92,925*	*$92,925*
			TOTALS	**$117,187.50**	**$130,425**	**$247,612.50**

International Institute of New England, Inc., VC# 177551-B001

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Services	95070005	$37,296.50	$0	$37,296.50
2022	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2023	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2024	102-500731	Contracts for Program Services	95070005	$4,891	$0	$4,891
			Subtotals	*$117,187.50*	*$0*	*$117,187.50*

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Refugee Health Promotion Program
SS-2021-OHE-01-REFUG (Amendment #2)
Fiscal Detail Sheet

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070021	$0	$6,250	$6,250
2023	102-500731	Contracts for Program Services	95070021	$0	$25,000	25,000
2024	102-500731	Contracts for Program Services	95070021	$0	$6,250	$6,250
			Subtotals	*$0*	*$37,500*	*$37,500*

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070023	$0	$15,523	$15,523
2023	102-500731	Contracts for Program Services	95070023	$0	$61,922	$61,922
2024	102-500731	Contracts for Program Services	95070023	$0	$15,480	$15,480
			Subtotals	*$0*	*$92,925*	*$92,925*
			TOTALS	**$117,187.50**	**$130,425**	**$247,612.50**
			GRAND TOTALS	**$234,375.00**	**$260,850.00**	**$495,225.00**

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

This Amendment to the New Hampshire Refugee Health Promotion 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 May 6, 2020, (Item #15), as amended on December 18, 2020, (Item #7), 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, 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 increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $247,612.50

2. Modify Exhibit B, Scope of Services by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

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

   1. This Agreement is funded with 100% federal funds from Administration for Children & Families, as awarded on October 25, 2021 and December 29, 2021, by the Administration for Children & Families; CFDA# 93.566.

4. Modify Exhibit C, Payment Terms, Section 2, to read:

   2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-10, Budget – Amendment #2.

5. Add Exhibit C-5, Budget – Amendment #2, Exhibit C-6, Budget – Amendment #2, Exhibit C-7, Budget – Amendment #2, Exhibit C-8, Budget – Amendment #2, Exhibit C-9, Budget – Amendment #2 and Exhibit C-10, Budget – Amendment #2, which are 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

4/19/2022
Date

DocuSigned by:
Ann H. Landry
240A037E0BEB489

Name: Ann H. Landry
Title: Associate Commissioner

Ascentria Community Services, Inc.

4/12/2022
Date

DocuSigned by:
Aimee Mitchell
A604CC3A777C49C

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

4/20/2022

DocuSigned by:
Takhmina Rakhmatova
FDF521C325C34AC...

Date

Name: Takhmina Rakhmatova
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
New Hampshire Refugee Health Promotion Program

EXHIBIT B – Amendment #2

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide services and activities that promote the health and wellness of designated Office of Refugee Resettlement (ORR)-eligible populations by:

1.1.1. Providing opportunities to increase health literacy;

1.1.2. Coordinating physical health and mental health care;

1.1.3. Building capacity within communities to address mental health needs including but not limited to help overcoming stigmas associated with mental health care; and

1.1.4. Creating opportunities for social engagement to reduce isolation, including but not limited to organizing wellness groups.

1.2. The Contractor shall provide services, statewide, to ORR-eligible populations to increase access to health care and reduce gaps in services, with an emphasis on the geographic areas of Concord, Manchester and Nashua. Services must include, but are not limited to:

1.2.1. Physical and mental health case management.

1.2.2. Health orientations.

1.2.3. Health education.

1.2.4. Home visiting.

1.2.5. Targeted wellness groups.

1.2.6. Health provider education.

1.3. The Contractor shall ensure all required services in 1.2 are:

1.3.1. Client-centered;

1.3.2. Trauma-informed;

1.3.3. Strengths-based; and

1.3.4. Culturally and Linguistically Appropriate (CLAS).

1.4. The Contractor shall provide physical health and mental health case management services to ORR-eligible clients who require care beyond the initial health examination, which includes, but is not limited to:

1.4.1. Scheduling and coordinating health, including mental health, appointments.

1.4.2. Accompanying clients to health appointments.

1.4.3. Providing and/or facilitating the provision of transportation to and from health appointments.

1.4.4. Ensuring appropriate interpreter services are available to clients during health appointments with providers, as needed.

1.4.5. Assisting ORR-eligible populations to obtain appropriate health insurance.

1.5. The Contractor shall provide uniform, continuous and timely transition of case management services from the initial refugee health examination and/or on day ninety-one (91) of resettlement, whichever is sooner, including all needed follow-up care, to ensure no gaps in services and continuity of care.

1.6. The Contractor shall schedule an initial dental examination for all ORR-eligible children 0-18 years of age within six (6) months of arrival.

1.7. The Contractor shall conduct health orientations that shall include, but are not limited to, the following topics:

1.7.1. Navigating the U.S. health care system.

1.7.2. Health insurance, including Refugee Medical Assistance.

1.7.3. Privacy and consent laws.

1.7.4. The right to language assistance in health care settings and the role of interpreters.

1.7.5. Transportation options for medical appointments including, but not limited to:

1.7.5.1. Public transportation training.

1.7.5.2. Arranging Medicaid transportation.

1.7.6. Understanding the different types of health care providers including, but not limited to:

1.7.6.1. Primary care providers.

1.7.6.2. Specialists.

1.7.6.3. Pharmacists.

1.7.7. Understanding the different types of health care and when, where and how to access each type including, but not limited to:

1.7.7.1. Preventive.

1.7.7.2. Urgent.

1.7.7.3. Emergency.

1.7.8. Understanding the availability of mental/behavioral health services, including but not limited to treatment for substance use disorders, and when, where and how to access services.

1.7.9. Scheduling, keeping and cancelling appointments.

1.7.10. What to bring to appointments.

1.7.11. Medication, including but not limited to:

1.7.11.1. The difference between prescribed medication and over-the-counter (OTT) medication.

1.7.11.2. Refills.

1.7.11.3. Dosage instructions.

1.7.11.4. Side effects.

1.8. The Contractor shall provide appropriate interpreter services and translated materials at all health orientations.

1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new ORR-eligible populations, and modify the curriculum as needed, with approval from the Department.

1.10. The Contractor shall maintain documentation of individual ORR-eligible clients who have received health orientation services, including but not limited to:

1.10.1. The individual clients who participated in a health orientation;

1.10.2. The topic(s) of orientation completed by each participant;

1.11. The Contractor shall conduct both group, defined as a minimum of two (2) participants, and individual health orientations, including a minimum of one (1) home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.

1.12. The Contractor shall provide solely, or in collaboration with other organizations, health education to ORR-eligible populations. The Contractor shall:

1.12.1. Identify topics of concern in each of the various ORR-eligible populations and prioritize topics that are most urgent or relevant on an ongoing basis.

1.12.2. Invite and arrange for outside organizations to provide individual and/or group health education sessions on topics within their area(s) of expertise, which may include the topics identified in Subsection 1.12.6. below;

1.12.3. Schedule presenters;

1.12.4. Ensure the provision of interpreter services;

1.12.5. Notify clients of class schedules;

1.12.6. Ensure health education sessions include topics relevant to ORR-eligible populations that may include, but are not limited to:

1.12.6.1. Health insurance terms, coverage requirements and options, and the enrollment process.

1.12.6.2. Disabilities including, but not limited to, autism.

1.12.6.3. Women's health including, but not limited to, domestic violence and reproductive health.

1.12.6.4. Men's health.

1.12.6.5. Emotional Wellness.

1.12.6.6. Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) health.

1.12.6.7. Oral health and hygiene.

1.12.6.8. Vision health.

1.12.6.9. Nutrition and benefits of exercise.

1.12.6.10. Human Immunodeficiency Virus (HIV).

1.12.6.11. Tuberculosis risk reduction.

1.12.6.12. Fire safety.

1.13. The Contractor shall distribute satisfaction surveys at health education sessions in order to survey clients on:

1.13.1. The usefulness of the information provided;

1.13.2. Presentation style; and

1.13.3. Other relevant information.

1.14. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.

1.15. The Contractor shall facilitate the provision of non-clinical interventions including but not limited to wellness groups to:

1.15.1. Promote refugee wellness;

1.15.2. Reduce isolation; and

1.15.3. Prevent suicide.

1.16. The Contractor shall facilitate a minimum of three (3) wellness groups each Contract year, utilizing an evidence-based curriculum that may include, but is not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

1.17. The Contractor shall implement the Family Strengthening Intervention for Refugees, a home visiting family-based preventive intervention, to a minimum of five-(5) families each Contract year.

1.18. The Contractor shall support and/or assist with ORR-eligible population periodic emotional distress screenings using evidence-based tools that may include, but are not limited to, the Refugee Health Screener 15 (RHS-15), and communicate results and make referrals to health care providers as needed.

1.19. The Contractor shall maintain relationships with health care providers, including mental health providers, within the refugee resettlement network; and develop and foster relationships with a minimum of four (4) health care/mental health care providers who are not in the refugee resettlement network through:

1.19.1. Outreach;

1.19.2. Education; and

1.19.3. Meetings.

1.20. The Contractor shall ensure relationships with health care providers/mental health providers within, and not within, the refugee resettlement network focus on, but are not limited to:

1.20.1. Health needs and culture of ORR-eligible populations.

1.20.2. Barriers to care that may include, but are not limited to:

1.20.2.1. Language.

1.20.2.2. Cultural factors.

1.20.2.3. Transportation issues.

1.20.3. Adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.

1.20.4. National Standards for CLAS in health and healthcare.

1.21. The Contractor shall provide education and training to ORR-eligible populations on the availability of health insurance through employers, the Marketplace, expanded Medicaid and/or other financial assistance options at various stages of resettlement, which will include, but is not limited to:

1.21.1. Assistance accessing and navigating the various health insurance options available;

1.21.2. Assisting with health insurance enrollment applications; and/or

1.21.3. Making referrals to organizations for assistance with health insurance applications.

1.22. The Contractor shall provide planning and evaluation assistance to the Department including, but not limited to:

1.22.1. Developing and collecting satisfaction surveys distributed at orientations, health sessions and trainings.

1.22.2. Tracking data, including:

1.22.2.1. Number of referrals made;

1.22.2.2. Number of training sessions and participants;

1.22.2.3. Number of consultations or point of contact with providers; and

1.22.2.4. Number of meetings and training sessions.

1.22.3. Collecting feedback from health service providers to evaluate the success of case management coordination, and implementing adjustments as necessary.

1.22.4. Collecting internal feedback from staff, particularly case managers and other case management specialists to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.

1.23. The Contractor shall communicate the results from ORR-eligible clients' health examinations conducted by a third party to medical providers as needed.

1.24. The Contractor shall facilitate referrals to behavioral health providers as needed.

1.25. The Contractor shall participate in virtual or in-person meetings with the Department upon request.

1.26. 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.

1.27. Staffing and Training

1.27.1. The Contractor shall ensure the following staff positions to carry out the services as specified in this Scope of Services:

1.27.1.1. Two (2) Case Managers:

1.27.1.1.1. One (1) Case Manager who shall provide physical health case management services; and

1.27.1.1.2. One (1) Case Manager who shall provide mental health case management services to ORR-eligible populations with complex health conditions.

1.27.1.2. One (1) Administrator. Responsibilities include, but are not limited to:

1.27.1.2.1. Oversight and supervision of the two (2) Case Managers including performing all supervisory duties; and

1.27.1.2.2. Oversight of the reporting process and ensuring all required reporting is complete and submitted to the Department timely in accordance with Section 2. Reporting Requirements.

1.28. The Contractor shall ensure staff participate in trainings on the following subject matters:

1.28.1. Understanding health insurance coverage and enrollment requirements on the state and federal levels in order to assist ORR-eligible populations obtain appropriate health insurance;

1.28.2. Implementing the Family Strengthening Intervention for Refugees as specified in Subsection 1.17; and

1.28.3. Professional development training that may include, but is not limited to, the National Alliance on Mental Illness Mental Health First Aide training, to inform practices.

2. Reporting Requirements

2.1. The Contractor shall submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than fifteen (15) days after the end of each reporting period, and upon request by the Department. Semi-annual reports must include, but are not limited to:

2.1.1. Number of new arrivals by:

2.1.1.1. Gender;

2.1.1.2. Age;

2.1.1.3. Country of origin; and

2.1.1.4. Immigration status.

2.1.2. Number of clients receiving tuberculosis screening within the following time frames:

2.1.2.1. Thirty (30) days of arrival;

2.1.2.2. Thirty (30) to ninety (90) days of arrival; and

2.1.2.3. Ninety (90) days or more.

2.1.3. Number receiving initial health exam within the following time frames:

2.1.3.1. Thirty (30) days of arrival;

2.1.3.2. Thirty (30) to ninety (90) days of arrival; and

2.1.3.3. Ninety (90) days of arrival or more.

2.1.4. Number of children six (6) months to sixteen (16) years of age who have been screened for lead.

2.1.5. Number of children two (2) to eighteen (18) years of age scheduled for first dental examination within six (6) months of arrival.

2.1.6. Number of clients referred to the following:

2.1.6.1. Primary care provider;

2.1.6.2. Dental care provider;

2.1.6.3. Emergency room;

2.1.6.4. Mental health provider;

2.1.6.5. Infectious disease specialist;

2.1.6.6. Vision care provider;

2.1.6.7. Hearing care provider;

2.1.6.8. HIV services;

2.1.6.9. Tuberculosis follow-up services;

2.1.6.10. Pre-natal care provider;.

2.1.6.11. Other specialists as well as the other conditions identified by the State Refugee Health Coordinator.

2.1.7. Demographic data for ORR-eligible clients served, including:

2.1.7.1. Gender;

2.1.7.2. Age;

2.1.7.3. Primary language; and

2.1.7.4. Country of origin.

2.1.8. Number of clients receiving health case management services.

2.1.9. Number of clients receiving mental health case management services.

2.1.10. Number of clients participating in a wellness groups.

2.1.11. Number of clients receiving initial health orientation and topic(s) covered.

2.1.12. Number of clients receiving health education and topic(s) covered.

2.1.13. Number of families participating in Family Strengthening Intervention for Refugees, including:

2.1.13.1. Number of home visits completed;

2.1.13.2. The topics covered during each home visit; and

2.1.13.3. Number or percentage of new ORR-eligible clients receiving a health home visit.

2.1.14. Number of health providers receiving training.

2.1.15. Number of health case manager trainings and topic(s).

2.1.16. Number of ORR-eligible clients educated and/or referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.

2.2. The Contractor shall identify and submit the primary health related issues of concern in each of the ORR-eligible client communities to the Department. Primary health related issues may include, but are not limited to:

2.2.1. Diabetes.

2.2.2. Hypertension.

2.2.3. Mental health.

2.2.4. Oral health concerns.

2.3. The Contractor shall submit a final program report to the Department no later than fifteen (15) calendar days prior to the contract completion date.

2.4. The Contractor may be requested to provide additional key data and metrics to the Department on an as needed basis.

3. Performance Measures

3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:

3.1.1. 100% of new ORR-eligible arrivals receive health-related orientations and/or workshops/trainings throughout the contract period, with priority given to those who have been in the United States for two (2) years or less;

3.1.2. 100% of ORR-eligible clients who require care beyond the initial medical examination receive case management services, including mental health case management services, in accordance with Subsection 1.4;

3.1.3. 100% of adult ORR-eligible clients receive assistance accessing affordable health insurance upon arrival;

3.1.4. 100% of adult ORR-eligible clients are educated on the need to obtain appropriate health insurance when transitioning off of Refugee Medical Assistance;

3.1.5. All written materials and resources produced are translated;

3.1.6. Interpreter services are coordinated consistently and regularly throughout the contract period;

3.1.7. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:

3.1.7.1. Accessing and navigating the US Health System in order to obtain health insurance;

3.1.7.2. Scheduling and keeping health appointments; and

3.1.7.3. Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.

3.1.8. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible adult clients gained knowledge on a minimum of one (1) health topic.

3.1.9. A minimum of three (3) Wellness Groups are facilitated each contract year;

3.1.10. A minimum of five (5) families are enrolled in and receive the Family Strengthening Intervention for Refugees each contract year;

3.1.11. A minimum of four (4) new relationships are established with providers outside of the refugee resettlement network each contract year.

3.1.12. A minimum of four (4) meetings with providers within the refugee resettlement network are conducted each contract year.

3.2. The Contractor shall develop and submit a corrective action plan for any performance measure(s) not on target to be achieved annually, in accordance with Subsection 3.1, to the Department on a quarterly basis until such time all measures are achievable annually, that must include:

3.2.1. The barrier(s) to achieving the measure(s) annually; and

3.2.2. A detailed plan to achieve the measure(s) annually that must include, but is not limited to, a timeline.

Additional Terms

3.3. Impacts Resulting from Court Orders or Legislative Changes

3.3.1. 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.

3.4. Culturally and Linguistically Appropriate Services (CLAS).

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

3.5. Credits and Copyright Ownership

3.5.1. 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."

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

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

3.5.3.1. Brochures.

3.5.3.2. Resource directories.

3.5.3.3. Protocols or guidelines.

3.5.3.4. Posters.

3.5.3.5. Reports.

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

3.6. Operation of Facilities: Compliance with Laws and Regulations

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

3.7. Eligibility Determinations

3.7.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.7.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.7.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.7.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.2. 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.

5. Termination Report/Transition Plan

5.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

5.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

5.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

5.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

6. **Exhibits Incorporated**

6.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.

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

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

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Exhibit C-1, Budget – Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Health Promotion Program (Highland)

Budget Period: 10/1/2021 - 6/30/22

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	7,077		7,077				7,077		7,077
2. Employee Benefits	1,770		1,770				1,770		1,770
3. Consultants									
4. Equipment:	701		701				701		701
Rental									
Repair and Maintenance									
Purchase/Depreciation	145		145				145		145
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	200		200				200		200
7. Occupancy	800		800				800		800
8. Current Expenses									
Telephone	180		180				180		180
Postage	31		31				31		31
Subscriptions									
Audit and Legal	30		30				30		30
Insurance	180		180				180		180
Board Expenses									
9. Software Agreements									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (Interpreters, Stipends)									
Interpreters									
Stipends									
Indirect As Allowed by Grantor		2,177	2,177					177	177
TOTAL	11,141	2,177	13,318				11,141	177	11,318

Indirect As A Percent of Direct 19.5%

Exhibit C-1 Budget - Amendment #2
Ascentria Community Services, Inc.
RFA-2021-DPHS-01-REFUG-01
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Date 4/17/2022

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Exhibit C-6, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Health Promotion Program (Health Promotion Services)

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

Line Item	Total Program Cost		
	Direct	Indirect	Total
Total Salary/Wages	11,178		11,178
Employee Benefits	3,572		3,572
Consultants			
Equipment	50		50
Rental			
Repair and Maintenance			
Purchase/Depreciation			
Supplies:			
Educational			
Lab			
Pharmacy			
Medical			
Office			
Travel	250		250
Occupancy	1,274		1,274
Current Expenses			
Telephone	250		250
Postage			
Subscriptions			
Audit and Legal	50		50
Insurance	150		150
Board Expenses			
Software License Services			
Marketing/Communications			
Staff Education and Training			
Subcontracts/Agreements			
Other (specific details mandatory):	774		774
Indirect As A Percent of Direct		3,570	3,570
TOTAL	17,548	3,570	21,118

Indirect As A Percent of Direct

Contractor Initials: DS

Date: 4/12/2021

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Exhibit C-7, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Health Promotion Program (Afghan)

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

[illegible]

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
2. Employee Benefits	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
7. Occupancy	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Postage	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Insurance	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Direct Housing Assistance	-	-	-	-	-	-	-	-	-
14. Indirect [illegible]	-	[illegible]	[illegible]	-	-	-	-	[illegible]	[illegible]
Federally negotiated	-	-	-	-	-	-	-	-	-
TOTAL	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]

Indirect As A Percent of Direct: [illegible]

Contractor Initials: AM

Date: 4/12/2022

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Exhibit C-A, Budget - Amendment #7

New Hampshire Department of Health and Human Services

Vendor Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Health Promotion Program (Health Promotion Services)

Budget Period: 10/01/22 - 6/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	33,128		33,128				33,128		33,128
2. Employee Benefits	7,627		7,627				7,627		7,627
3. Consultants									
4. Equipment:	750		750				750		750
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	84		84				84		84
6. Travel	1,000		1,000				1,000		1,000
7. Occupancy	1,064		1,064				1,064		1,064
8. Current Expenses									
Telephone	917		917				917		917
Postage	42		42				42		42
Subscriptions									
Audit and Legal	75		75				75		75
Insurance	150		150				150		150
Board Expenses									
9. Software Agreements / Licenses									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (Interpreter Services)	1,864		1,864				1,864		1,864
14. Indirect (10% of subcontracts)		1,175	1,175					1,175	1,175
15. Other: (Legal Fees)									
TOTAL	47,301	1,175	48,476				47,301	1,175	48,476

Indirect As A Percent of Direct: 2.5%

Exhibit C-A_Budget - Amendment #7
Ascentria Community Services Inc
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Exhibit C-9, Budget – Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services Inc.

Budget Request for: Programs for Refugees with Resettlement Program (Migrant)

Budget Period: 7/1/2021 - 9/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	3,000	0	3,000	0	0	0	3,000	0	3,000
2. Employee Benefits	0	0	0	0	0	0	0	0	0
3. Consultants	0	0	0	0	0	0	0	0	0
4. Equipment:	0	0	0	0	0	0	0	0	0
Rental	0	0	0	0	0	0	0	0	0
Repair and Maintenance	0	0	0	0	0	0	0	0	0
Purchase/Depreciation	0	0	0	0	0	0	0	0	0
5. Supplies:	0	0	0	0	0	0	0	0	0
Educational	0	0	0	0	0	0	0	0	0
Lab	0	0	0	0	0	0	0	0	0
Pharmacy	0	0	0	0	0	0	0	0	0
Medical	0	0	0	0	0	0	0	0	0
Office	0	0	0	0	0	0	0	0	0
6. Travel	0	0	0	0	0	0	0	0	0
7. Occupancy	0	0	0	0	0	0	0	0	0
8. Current Expenses	0	0	0	0	0	0	0	0	0
Insurance	0	0	0	0	0	0	0	0	0
Staff Training	0	0	0	0	0	0	0	0	0
Subscriptions	0	0	0	0	0	0	0	0	0
Audit and Legal	0	0	0	0	0	0	0	0	0
Postage	0	0	0	0	0	0	0	0	0
Telephone	0	0	0	0	0	0	0	0	0
9. Software Licenses	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	0	0	0	0	0	0	0	0	0
12. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
13. Other (specify more detail as necessary)	0	0	0	0	0	0	0	0	0
Client Incentive Expenses	0	0	0	0	0	0	0	0	0
14. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
Translation Support Fund	0	0	0	0	0	0	0	0	0
9. TOTAL	3,000	0	3,000	0	0	0	3,000	0	3,000
Indirect As A Percent of Direct		0.0%							

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Exhibit C-1b, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Southern Community Services, Inc.

Budget Request for: Refugee Health Promotion Program (Health Promotion Services)

Budget Period: 7/01/22 - 6/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	113		113				113		113
2. Employee Benefits	107		107				107		107
3. Consultants									
4. Equipment:	1		1				1		1
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	25		25				25		25
7. Occupancy	57		57				57		57
8. Current Expenses									
Telephone	14		14				14		14
Postage	1		1				1		1
Subscriptions									
Audit and Legal	1		1				1		1
Insurance	16		16				16		16
Board Expenses									
9. Software Upgrades/Licenses									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specify more detail as needed)	12		12				12		12
14. Indirect Costs (Line 15 multiplied by Indirect Rate)		1,011	1,011					1,011	1,011
Provider Expenses									
Total	1,111	1,011	11,011				1,111	1,011	11,011

Indirect As A Percent of Direct: 10.0%

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Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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

November 3, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

Lori Shibinette
Commissioner

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

05-95-93-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES
100% Federal Funds

Ascentria Community Services, Inc. Vendor #222201

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

International Institute of New England, Inc. Vendor #177551

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

Overall Total	$ 225,000.00	$ 9,375.00	$ 234,375.00

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $117,187.50.

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

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

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

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

State of New Hampshire
Department of Health and Human Services

11/12/2020
Date

DocuSigned by:
Ann H. N. Landry
Name: Ann H. N. Landry
Title: Associate Commissioner

Ascentria Community Services, Inc.

11/6/2020
Date

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

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

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

OFFICE OF THE ATTORNEY GENERAL

11/12/2020
Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

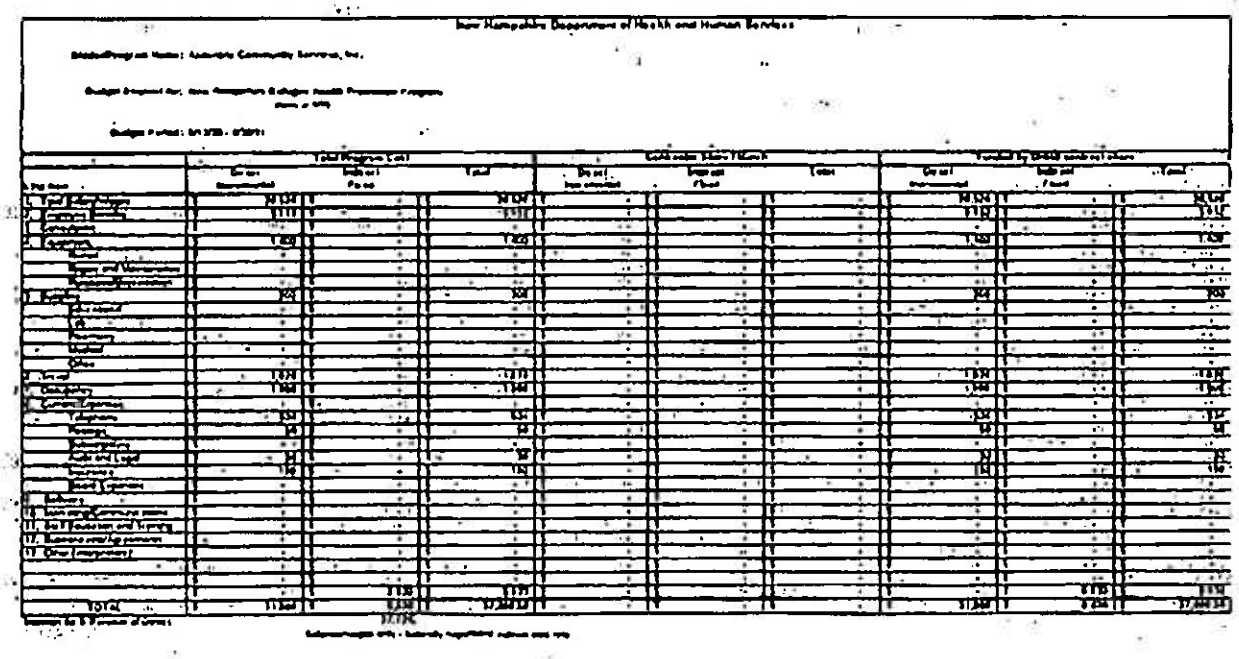
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shibinette
Commissioner

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

March 20, 2020

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

REQUESTED ACTION

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

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

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

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

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

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EXPLANATION

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

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

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

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

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

Refugee Health Promotion services provided by the Contractors will

(1) Promote the health literacy of refugees to enable them to access and navigate the U.S. Health Care System independently;

(2) Ensure refugees obtain all needed medical and mental health services in a timely and culturally appropriate manner;

(3) Increase refugee access to affordable health care over the long term; and

(4) Assist refugees become self-sufficient and decrease the need for public assistance.

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc. — Vendor #222201

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

International Institute of New England, Inc. — Vendor #177551

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

Overall Total	$ 225,000.00

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FORM NUMBER P-37 (version 12/11/2019)

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

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

AGREEMENT

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

GENERAL PROVISIONS

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 Ascentria Community Services, Inc		1.4 Contractor Address 14 East Worcester Street Suite 300 Worcester, MA, 01604, USA	
1.5 Contractor Phone Number (774) 243-3900	1.6 Account Number 05-095-042-7922000-42200012	1.7 Completion Date August 14, 2023	1.8 Price Limitation $112,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 3/19/2021		1.12 Name and Title of Contractor Signatory Timothy Johnstone, Chief Operating Officer	
1.13 State Agency Signature Date: 3/25/2021		1.14 Name and Title of State Agency Signatory Ann Landry, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 4/2/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 3/19/2021

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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.

Contractor Initials

Date 3/25/22

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials:

Date: 5/19/2020

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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.

Contractor Initials

Date 9/19/2016

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

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on August 15, 2020.

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

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services and activities that promote the health and wellbeing of designated eligible refugees. Services shall include, but are not limited to, medical and mental health case management; health orientations, health education, and health provider education. Services will ensure that refugees: (1) obtain needed health (including mental health) care beyond the initial health screening; and (2) gain the basic knowledge and skills they need to navigate the U.S. health care system and to manage their own health and health care independently. Services will help to increase refugee access to health care and to reduce gaps in services.

1.2. The Contractor shall ensure services are delivered statewide with a focus on the geographic areas of Concord, Manchester, and Nashua.

1.3. The Contractor shall designate a case manager to provide health (including mental health) case management services to ensure refugees with complex health conditions obtain needed health care beyond the initial health exam, including appropriate health insurance.

1.4. The Contractor shall ensure case management services include, but are not limited to:

1.4.1. Scheduling and coordinating medical and mental health appointments;

1.4.2. Accompanying clients to medical appointments;

1.4.3. Providing and facilitating the provision of transportation to and from the appointments;

1.4.4. Ensuring appropriate interpreter services are available as necessary during appointments; and

1.4.5. Assisting refugees with obtaining appropriate health insurance.

1.5. The Contractor shall ensure a uniform, continuous and timely transition of case management services from the initial refugee health examination to all needed follow-up care beginning after the completion of the initial refugee health examination and/or on day ninety one (91) of resettlement (whichever is sooner), to ensure there are no gaps in services and continuity of care.

1.6. The Contractor shall schedule an initial dental appointment for all refugee children (age 0-18) within six (6) months of arrival.

1.7. The Contractor shall conduct culturally and linguistically sensitive health orientations which shall include, but not be limited to the following topics:

1.7.1. Navigating the U.S. health care system.

1.7.2. Health insurance, including Refugee Medical Assistance.

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1.7.3. Privacy and consent laws.

1.7.4. The right to language assistance in health care settings and the role of interpreters.

1.7.5. Transportation options for medical appointments, including but not limited to:

1.7.5.1. Public transportation training; and

1.7.5.2. Arranging Medicaid transportation.

1.7.6. Understanding types of health care providers including but not limited to:

1.7.6.1. Primary care providers;

1.7.6.2. Specialists; and

1.7.6.3. Pharmacists.

1.7.7. Understanding types of health care (e.g., preventive, urgent, emergency), and when, where and how to access each type.

1.7.8. Understanding availability of and when, where and how to access mental/behavioral health services, including treatment for substance use disorders.

1.7.9. Scheduling, keeping and cancelling appointments.

1.7.10. What to bring to appointments.

1.7.11. Medication, including but not limited to:

1.7.11.1. The difference between prescriptions and over-the-counter medication;

1.7.11.2. Refills;

1.7.11.3. Dosage instructions; and

1.7.11.4. Side effects.

1.8. The Contractor shall provide appropriate interpreter services and translated materials for the health orientations.

1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new refugee populations, with approval from the State Refugee Program.

1.10. The Contractor shall maintain documentation of individual refugees who have received health orientation services, including but not limited to the following:

1.10.1. The individual clients participating in the health orientation;

1.10.2. The topic(s) of orientation completed by each participant;

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1.11. The contractor shall conduct both group (defined as a minimum of two (2) participants) and individual health orientations, including at least one home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.

1.12. The Contractor shall provide, solely or in collaboration with other organizations, at least six (6) group health education classes. The contractor shall:

1.12.1. Identify topics of concern in each of the various refugee populations and prioritize the topics that are most urgent or relevant on an ongoing basis;

1.12.2. Invite and arrange for outside organizations to provide health education classes on the identified topics that are within their expertise;

1.12.3. Schedule the presenters;

1.12.4. Ensure the provision of interpreter services;

1.12.5. Notify clients of class schedules;

1.12.6. Health education session topics may include, but are not limited to:

1.12.6.1. Health insurance terms, coverage requirements, options and the enrollment process.

1.12.6.2. Disabilities, including but not limited to autism.

1.12.6.3. Women's health, including but not limited to domestic violence and reproductive health;

1.12.6.4. Men's health;

1.12.6.5. Emotional Wellness;

1.12.6.6. Lesbian, Gay, Bisexual, and Transgender (LGBT) health;

1.12.6.7. Oral health and hygiene;

1.12.6.8. Vision health;

1.12.6.9. Nutrition and benefits of exercise;

1.12.6.10. Human Immunodeficiency Virus (HIV);

1.12.6.11. Tuberculosis risk reduction;

1.12.6.12. Fire safety.

1.12.7. The Contractor shall provide health education in a culturally and linguistically appropriate manner.

1.12.8. The Contractor shall distribute satisfaction surveys at health education sessions, to survey clients on the usefulness of the information, presentation style, and other relevant information.

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1.13. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.

1.14. The Contractor shall support the provision of nonclinical interventions, such as adjustment support groups, to promote refugee wellness and prevent suicide.

1.15. The Contractor shall participate in National Alliance on Mental Illness Mental Health First Aide trainings and/or other similar professional development opportunities, to inform practices.

1.16. The Contractor shall support and/or assist with periodic screening of refugees for emotional distress using the Refugee Health Screener 15 (RHS-15), communicate results, and make referrals to health care providers as needed.

1.17. The Contractor shall maintain relationships with the health (including mental health) providers within the refugee resettlement network through outreach, education and meetings. Areas of focus shall include but are not limited to:

1.17.1. Refugee health needs and culture.

1.17.2. Barriers to care that may include but are not limited to language, cultural factors, and transportation issues.

1.17.3. Continued adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.

1.17.4. National Standards for CLAS in health and healthcare.

1.18. The Contractor shall develop and foster relationships with a minimum of four (4) health care (including mental health) providers who are not in the refugee resettlement network through outreach, meetings and education. Areas of focus shall include, but not be limited to the following:

1.18.1. Refugee health needs and culture.

1.18.2. Barriers to care that include, but are not limited to language and culture barriers, and transportation issues.

1.18.3. CDC Refugee Health Guidelines for the initial domestic medical examination.

1.18.4. National Standards for CLAS in health and healthcare.

1.19. The Contractor shall provide education and training to refugees at various stages of resettlement about the availability of health insurance through the Marketplace and alternative sources.

1.20. The Contractor shall provide assistance with accessing, navigating and enrolling in health insurance options through the Marketplace, expanded Medicaid or other financial assistance options including but not limited to facilitating applications.

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1.21. The Contractor shall provide planning and evaluation for Refugee Health Promotion Program (RHPP), including but not limited to the following:

1.21.1. Develop and collect linguistically appropriate surveys/questionnaires that are built into health sessions and trainings.

1.21.2. Track the following:

1.21.2.1. Number of referrals made;

1.21.2.2. Number of training sessions and participants;

1.21.2.3. Number of consultations or point of contact with providers; and

1.21.2.4. Number of meetings and training sessions.

1.21.3. Feedback with health service providers to learn how the coordination is working and make adjustments as necessary.

1.21.4. Internal feedback with staff, particularly case managers (and other case management specialists) to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.

1.22. The Contractor shall communicate any health screening results received, which may be conducted by the Contractor or by a third party, concerning a client, to medical providers as needed.

1.23. The Contractor shall facilitate referrals to behavioral health providers, as needed.

1.24. The Contractor shall maintain documentation of the following:

1.24.1. Overall number of refugees resettled in the reporting period.

1.24.2. Number of initial domestic health examinations completed within thirty (30), sixty (60) and ninety (90) days of arrival.

1.24.3. Number of refugees receiving health and/or mental health case management services to address complex health conditions beyond the initial domestic health examination.

1.24.4. The demographics of the refugees served, including gender, age, primary language, and country fled.

1.24.5. Number of refugees referred for follow-up services related to Dental Issues, Emergency Issues (ER), Tuberculosis, HIV, Mental Health, Infectious Disease, Physical Therapy, Prenatal Care, Hearing Issues, Vision Issues, and other conditions identified by the NH State Refugee Health Coordinator.

1.24.6. Number of refugees assisted in obtaining appropriate health insurance – both upon arrival, and at the time of transition off Refugee Medical Assistance.

1.25. The Contractor shall identify the primary health related issues of concern in each of the various refugee communities. Concerns may include but are not limited to diabetes, hypertension, mental health and/or oral health concerns.

1.26. The Contractor shall provide all required reporting to the Department within fifteen (15) days following the completion of the reporting period.

1.27. The Contractor shall provide semi-annual reporting to the Department within thirty (30) days following the completion of the reporting period.

1.28. The Contractor shall provide all required reporting at in-person meetings as requested by the Department.

1.29. The Contractor shall have the following staff:

1.29.1. One (1) Administrator; and

1.29.2. One (1) Health Case Manager.

1.30. The Contractor shall participate in trainings in order to understand health insurance coverage and enrollment requirements on both the state and federal level.

2. Reporting Requirements

2.1. The Contractor shall submit monthly reports to the Department within thirty (30) days following the end of the reporting period, to include but not limited to:

2.1.1. Number arrivals by gender and immigration status.

2.1.2. Number receiving tuberculosis screening within the following time periods:

2.1.2.1. Thirty (30) days of arrival;

2.1.2.2. Thirty (30) to ninety (90) days of arrival; and

2.1.2.3. Ninety (90) days or more.

2.1.3. Number receiving initial health exam within the following time periods:

2.1.3.1. Thirty (30) days of arrival;

2.1.3.2. Thirty (30) to ninety (90) days of arrival; and

2.1.3.3. Ninety (90) days or more.

2.1.4. Number of children age six (6) months to sixteen (16) years of age that have been screened for lead.

2.1.5. Number of children scheduled for first dental appointment within six (6) months of arrival.

2.1.6. Number of clients referred to the following:

2.1.6.1. Primary care provider;

2.1.6.2. Dental care provider;

2.1.6.3. Emergency room;

2.1.6.4. Mental health provider;

2.1.6.5. Infectious disease specialist;

2.1.6.6. Vision care provider;

2.1.6.7. Hearing care provider;

2.1.6.8. Pre-natal care provider; and

2.1.6.9. Other specialists.

2.1.7. Number of clients receiving services by country of origin.

2.1.8. Number of clients receiving health case management services.

2.1.9. Number receiving mental health case management services.

2.1.10. Number clients participating in an adjustment support group.

2.1.11. Number clients receiving initial health orientation and topic(s) covered.

2.1.12. Number clients receiving health education and topic(s) covered.

2.1.13. Number of service providers receiving training.

2.1.14. Number of health case manager trainings and topic(s).

2.2. The Contractor shall submit semi-annual reports to the Department within thirty (30) days following the period completion, and as required by grantor.

2.3. The Contractor shall submit a final program report to the Department within thirty (30) days prior to the completion of the contract period.

3. Performance Measures

3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:

3.1.1. 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.

3.1.2. 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.

3.1.3. 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.

3.1.4. 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.

3.1.5. 100% of all refugees with acute or chronic health conditions who require care beyond the initial medical examination shall receive case management, including but not limited to:

3.1.5.1. Scheduling and coordinating medical appointments;

3.1.5.2. Transportation services; and

3.1.5.3. Interpretation services.

3.1.6. 80% of refugees shall demonstrate increased knowledge about health insurance requirements including how, when and where to enroll in health insurance.

3.1.7. 80% of adults will demonstrate increased knowledge about accessing and navigating US Health system.

3.1.8. 80% of adults will know how to make and keep health appointments.

3.1.9. 80% of adults will know how to use public, Medicaid and/or appropriate transportation to get to medical appointments.

3.1.10. 80% of adults will demonstrate increased knowledge of at least one health topic.

3.1.11. 100% of clients with health needs beyond initial exam will be scheduled for follow-up care.

3.1.12. 100% of arrivals with mental health needs will be scheduled for appointment within 60 days of arrival.

3.1.13. A minimum of four (4) new relationships with providers outside of the refugee resettlement network shall be established during each annual project period.

3.1.14. A minimum of four (4) meetings with providers within the refugee resettlement network shall take place during each annual project period.

3.2. The Contractor shall measure program outputs through the following which shall include but not be limited to:

3.2.1. Number and percentage of new refugees' attending group health orientations, and the topics completed during each session;

3.2.2. Number of percentage of new refugees' receiving a health home visit.

3.2.3. Number of referrals to health, mental and behavioral health or other services.

3.3. The Contractor shall measure the health literacy among refugees and the improvement of their understanding of their health and of the American health system by utilizing a simple questionnaire offered at each workshop and orientation.

3.4. The Contractor shall track the number of individuals participating in and completing health education sessions, as well as the topics covered in each session.

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

3.5.1. Refugee demographics.

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

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

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

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

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

3.10. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery, and policy based on successful outcomes.

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

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

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

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

4.2. Culturally and Linguistically Appropriate Services (CLAS)

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

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4.3. Credits and Copyright Ownership

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

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

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

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

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

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

4.5. Eligibility Determinations

4.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

4.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

6. Termination Report/Transition Plan

6.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

6.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

6.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

6.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

7. Exhibits Incorporated

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

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

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and is incorporated by reference herein.

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded with federal funds.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to laura.mcglashan@dhhs.nh.gov, or invoices may be mailed to:

   Laura McGlashan, NH State Refugee Health Coordinator
   Department of Health and Human Services
   Office of Health Equity
   97 Pleasant Street, Thayer Building
   Concord, NH 03301
   (603)-271-2688

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

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Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RFP

Budget Period: 7/1/2021 - 6/30/21

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 17,900	$ -	$ 17,900	$ -	$ -	$ -	$ 17,900	$ -	$ 17,900
2. Employee Benefits	$ 5,706	$ -	$ 5,706	$ -	$ -	$ -	$ 5,706	$ -	$ 5,706
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 88	$ -	$ 88	$ -	$ -	$ -	$ 88	$ -	$ 88
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 175	$ -	$ 175	$ -	$ -	$ -	$ 175	$ -	$ 175
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
7. Occupancy	$ 1,749	$ -	$ 1,749	$ -	$ -	$ -	$ 1,749	$ -	$ 1,749
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 350	$ -	$ 350	$ -	$ -	$ -	$ 350	$ -	$ 350
Postage	$ 32	$ -	$ 32	$ -	$ -	$ -	$ 32	$ -	$ 32
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 76	$ -	$ 76	$ -	$ -	$ -	$ 76	$ -	$ 76
Insurance	$ 123	$ -	$ 123	$ -	$ -	$ -	$ 123	$ -	$ 123
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ 6,202	$ 6,202	$ -	$ -	$ -	$ -	$ 6,202	$ 6,202
TOTAL	$ 26,819	$ 6,202	$ 33,812	$ -	$ -	$ -	$ 26,819	$ 6,202	$ 33,812

Indirect As A Percent of Direct: 34.533%

Salaries/wages only - federally negotiated indirect cost rate

Ascentria Community Services, Inc.
SS-2021-OHS-01-REFUG-01
Exhibit C-1, Budget Sheet
Page 1 of 1

Contractor Initials

Date 3/19/2020

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Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RHFP

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

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 29,529	$ -	$ 29,529	$ -	$ -	$ -	$ 29,529	$ -	$ 29,529
2. Employee Benefits	$ 3,952	$ -	$ 3,952	$ -	$ -	$ -	$ 3,952	$ -	$ 3,952
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 100	$ -	$ 100	$ -	$ -	$ -	$ 100	$ -	$ 100
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 200	$ -	$ 200	$ -	$ -	$ -	$ 200	$ -	$ 200
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,078	$ -	$ 1,078	$ -	$ -	$ -	$ 1,078	$ -	$ 1,078
7. Occupancy	$ 1,999	$ -	$ 1,999	$ -	$ -	$ -	$ 1,999	$ -	$ 1,999
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 400	$ -	$ 400	$ -	$ -	$ -	$ 400	$ -	$ 400
Postage	$ 37	$ -	$ 37	$ -	$ -	$ -	$ 37	$ -	$ 37
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 30	$ -	$ 30	$ -	$ -	$ -	$ 30	$ -	$ 30
Insurance	$ 140	$ -	$ 140	$ -	$ -	$ -	$ 140	$ -	$ 140
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ 7,008	$ 7,008	$ -	$ -	$ -	$ -	$ 7,008	$ 7,008
TOTAL	$ 36,412	$ 7,008	$ 37,505	$ -	$ -	$ -	$ 36,412	$ 7,008	$ 37,505

Indirect As A Percent of Direct: 24.52%

Salaries/wages only - federally negotiated indirect cost rate

Contractor Initials

Date 3/16/2021

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Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RHFP

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 30,536	$ -	$ 30,536	$ -	$ -	$ -	$ 30,536	$ -	$ 30,536
2. Employee Benefits	$ 3,952	$ -	$ 3,952	$ -	$ -	$ -	$ 3,952	$ -	$ 3,952
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 100	$ -	$ 100	$ -	$ -	$ -	$ 100	$ -	$ 100
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 200	$ -	$ 200	$ -	$ -	$ -	$ 200	$ -	$ 200
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,026	$ -	$ 1,026	$ -	$ -	$ -	$ 1,026	$ -	$ 1,026
7. Occupancy	$ 1,999	$ -	$ 1,999	$ -	$ -	$ -	$ 1,999	$ -	$ 1,999
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 400	$ -	$ 400	$ -	$ -	$ -	$ 400	$ -	$ 400
Postage	$ 37	$ -	$ 37	$ -	$ -	$ -	$ 37	$ -	$ 37
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 30	$ -	$ 30	$ -	$ -	$ -	$ 30	$ -	$ 30
Insurance	$ 140	$ -	$ 140	$ -	$ -	$ -	$ 140	$ -	$ 140
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Insurance)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ 7,055	$ 7,055	$ -	$ -	$ -	$ -	$ 7,055	$ 7,055
TOTAL	$ 38,413	$ 7,055	$ 37,500	$ -	$ -	$ -	$ 38,413	$ 7,055	$ 37,500
Indirect As A Percent of Direct		34.53%							

Salaries/wages only - federally negotiated indirect cost rate

Ascentria Community Services, Inc.
SS-7021-OHE-01-REFUG-01
Exhibit C-1, Budget Sheet
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Contractor Initials

Date 2/15/2022

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Exhibit C-4, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RHPP

Budget Period: 7/1/23 - 6/14/23

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 3,566	$ -	$ 3,566	$ -	$ -	$ -	$ 3,566	$ -	$ 3,566
2. Employee Benefits	$ 744	$ -	$ 744	$ -	$ -	$ -	$ 744	$ -	$ 744
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 13	$ -	$ 13	$ -	$ -	$ -	$ 13	$ -	$ 13
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 23	$ -	$ 23	$ -	$ -	$ -	$ 23	$ -	$ 23
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 129	$ -	$ 129	$ -	$ -	$ -	$ 129	$ -	$ 129
7. Occupancy	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 30	$ -	$ 30	$ -	$ -	$ -	$ 30	$ -	$ 30
Postage	$ 3	$ -	$ 3	$ -	$ -	$ -	$ 3	$ -	$ 3
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 4	$ -	$ 4	$ -	$ -	$ -	$ 4	$ -	$ 4
Insurance	$ 18	$ -	$ 18	$ -	$ -	$ -	$ 18	$ -	$ 18
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify below)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ 806	$ 806	$ -	$ -	$ -	$ -	$ 806	$ 806
TOTAL	$ 5,277	$ 806	$ 6,083	$ -	$ -	$ -	$ 5,277	$ 806	$ 6,083

Indirect As A Percent of Direct: 15.27%

Salaries/wages only - federally negotiated indirect cost rate

Ascentria Community Services, Inc.
SS-2021-DHHS-01-RETUG-01
Exhibit C-4, Budget Sheet
Page 1 of 1

Contractor Initials

Date 3/14/2023

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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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted.

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Ascentria Community Services, Inc.

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

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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: Ascentria Community Services, Inc.

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

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DocuSign Envelope ID: B9D3FD75-A6DE-45C8-A197-A5583680B9C7

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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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.

Vendor Name: Ascentria Community Services, Inc

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

Vendor Initials
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name: Ascentria Community Services, Inc.

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Ascentria Community Services, Inc.

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

Vendor Initials
Date 3/19/2020

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, TitleXIII, 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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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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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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 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, Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Ann Landry	Timothy Johnstone
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chief Operating Officer
Title of Authorized Representative	Title of Authorized Representative
3/25/2020	3/19/2020
Date	Date

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New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Ascentria Community Services, Inc.

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

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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?

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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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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

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 #4

This Amendment to the Refugee Health Promotion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International Institute of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, Item #15, as amended on December 18, 2020, Item #7, as amended on May 4, 2022, Item #7, and as amended on February 8, 2023, Item #9, 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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:

   $521,684

3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #4 Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-13, Amendment #4- SFY24 Afghan RFHP Budget, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-14, Amendment #4 – SFY24 RHP Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-15, Amendment #4 – SFY25 RFHP Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-16, Amendment #4 – SFY25 RHP Budget, 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 October 1, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/23/2023
Date

DocuSigned by:
Reuben Hampton
4EE207407836442...
Name: Reuben Hampton
Title: Director, Office of Health Eq

International Institute of New England, Inc.

8/23/2023
Date

DocuSigned by:
Jeffrey Thielman
FC9947C0F9...
Name: Jeffrey Thielman
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/24/2023.
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
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:

New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B – Amendment #4

Scope of Services

1. Statement of Work

1.1. The Contractor must provide services and activities that promote the health and wellness of Office of Refugee Resettlement (ORR) – eligible populations by:

1.1.1. Providing opportunities to increase health literacy;

1.1.2. Coordinating health care for medical and mental health conditions.

1.1.3. Building capacity within communities to address mental health needs including but not limited to help overcoming stigmas associated with mental health care; and

1.1.4. Creating opportunities for social engagement to reduce isolation, including but not limited to organizing wellness groups.

1.2. The Contractor must provide services, statewide, to OOR-eligible populations to increase access to health care and reduce gaps in services, with an emphasis on the geographic areas of Concord, Manchester, and Nashua. Services must include, but are not limited to:

1.2.1. Health care navigation and support services for medical and mental health.

1.2.2. Health orientations.

1.2.3. Health education.

1.2.4. Home visiting.

1.2.5. Targeted wellness groups.

1.2.6. Health provider education.

1.3. The Contractor must ensure all required services in 1.2. are:

1.3.1. Client-centered;

1.3.2. Trauma-informed;

1.3.3. Strengths-based; and

1.3.4. Culturally and linguistically Appropriate (CLAS).

1.4. The Contractor must provide services to ORR-eligible clients who are within their first five years of eligibility.

1.5. The Contractor must provide health care navigation and support services for medical and mental health conditions to ORR-eligible clients who require care beyond the initial health examination to ensure they are able to access and navigate complex health care systems, prioritizing the clients who are the most at-risk. Health navigation and support services include, but are not limited to:

1.5.1. Scheduling and coordinating medical and mental health

appointments.

1.5.2. Accompanying clients to health appointments.

1.5.3. Providing and/or facilitating the provision of transportation to and from health appointments.

1.5.4. Ensuring appropriate interpreter services are available to clients during health appointments with providers, as needed.

1.5.5. Assisting ORR-eligible populations to obtain appropriate health insurance.

1.6. The Contractor must insure ORR-eligible at-risk clients who require care beyond the initial medical examination receive health care navigation and support services, in accordance with Section 1.4

1.7. The Contractor must provide uniform, continuous, and timely transition of case coordination services related to the initial refugee health examination to health care navigation and support immediately following completion of the initial refugee health examination and any first follow-up appointment(s) and/or on day ninety-one (91) of resettlement, whichever is sooner, to ensure no gaps in services and continuity of care.

1.8. The Contractor must develop a plan of care for each client receiving medical and/or mental health navigation and support services that includes clearly defined and appropriate referrals and access to medical assistance and/or insurance to sufficiently address the health needs of the client being served.

1.9. The Contractor must schedule an initial dental examination for all ORR-eligible clients within six (6) months of arrival.

1.10. The Contractor must conduct an expanded health orientation that includes, but is not limited to, the following topics:

1.10.1. Navigating the U.S. health care system.

1.10.2. Health insurance, including Refugee Medical Assistance.

1.10.3. Privacy and consent laws.

1.10.4. The right to language assistance in health care settings and the role of interpreters.

1.10.5. Transportation options for medical appointments including, but not limited to:

1.10.5.1. Public transportation training.

1.10.5.2. Arranging Medicaid transportation.

1.10.6. Understanding the different types of health care providers including, but not limited to:

1.10.6.1. Primary care providers.

1.10.6.2. Specialists.

1.10.6.3. Pharmacists.

1.10.7. Understanding the different types of health care and when, where and how to access each type including, but not limited to:

1.10.7.1. Preventative.

1.10.7.2. Urgent.

1.10.7.3. Emergency.

1.10.8. Understanding the availability of mental/behavior health services, including but not limited to treatment for substance use disorders, and when, where and how to access services.

1.10.9. Scheduling, keeping and cancelling appointments.

1.10.10. What to bring to appointments.

1.10.11. Medication, including but not limited to:

1.10.11.1. The difference between prescribed medication and over-the-counter (OTT) medication.

1.10.11.2. Refills.

1.10.11.3. Dosage instructions.

1.10.11.4. Side effects.

1.10.12. New ORR- eligible arrivals receive health related orientations throughout the contract period, with priority given to those who have been in the United States for two (2) years or less.

1.11. The Contractor must provide appropriate interpreter services and translated materials at all health orientations including,

1.11.1. Insure the provided interpreter services are coordinated consistently and regularly throughout the contract period, and

1.11.2. All written materials and resources produced are translated.

1.12. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new ORR-eligible populations, and modify the curriculum as needed, with approval from the Department.

1.13. The Contractor must administer pre- and post-assessments to all participants to gauge the level of knowledge gained by the participants on the following health orientation topics:

1.13.1. Navigating the U.S. Health care system.

1.13.2. Making and keeping medical appointments.

1.13.3. Transportation options to get to medical appointments.

1.13.4. Health insurance requirements and options.

1.14. The Contractor must maintain documentation of individual ORR-eligible clients who have received an expanded health orientation, including but not limited to:

1.14.1. The individual clients who participate in health orientation;

1.14.2. The topic(s) of orientation completed by each participant; and

1.14.3. The results of the pre/post test assesment of knowledge.

1.15. The Contractor must conduct a minimum of one (1) home health visit, separate and in addition to any home health visit related to case coordination of the initial medical examination, to reinforce and clarify the information presented in the health orientation, and to address unique questions, issues and concerns.

1.16. The Contractor must provide solely, or in collaboration with other organizations, health education to ORR-eligible populations. Health education consists of individual targeted health outreach and/or group health education session(s). The Contractor must:

1.16.1. Provide a minimum of six (6) group health education sessions each Contract year;

1.16.2. Identify topics of concern in each of the various ORR-eligible populations and prioritize topics that are most urgent or relevant on an ongoing basis.

1.16.3. Invite and arrange for outside organizations to provide group health education sessions on topics within their area(s) of expertise, which may include the topics identified in Subsection 1.12.6. below:

1.16.4. Schedule presenters;

1.16.5. Ensure the provision of interpreter services;

1.16.6. Notify clients of class schedules;

1.16.7. Ensure health education sessions include topics relevant to ORR-eligible populations that include, but are not limited to:

1.16.7.1. Health insurance terms, coverage requirements and options, and the enrollment process.

1.16.7.2. Disabilities including, but not limited to, autism.

1.16.7.3. Women's health including, but not limitied to, domenstic violence and reproductive health.

1.16.7.4. Men's health.

1.16.7.5. Emotional wellness.

1.16.7.6. Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) health.

1.16.7.7. Oral health and hygiene.

1.16.7.8. Vision health.

1.16.7.9. Nutrition and benefits of exercise.

1.16.7.10. Human Immunodeficiency Virus (HIV).

1.16.7.11. Tuberculosis risk reduction.

1.16.7.12. Fire safety.

1.17. The Contractor must administer pre- and post-assessments to gauge the level of knowledge gained at each group health education session.

1.18. The Contractor must facilitate the provision of non-clinical interventions including but not limited to wellness groups to:

1.18.1. Promote refugee wellness;

1.18.2. Reduce isolation; and

1.18.3. Prevent suicide.

1.19. The Contractor must facilitate a minimum of three (3) wellness groups each Contract year, utilizing an evidence-based curriculum and/or methods that are promising practices that may include, but is not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

1.20. The Contractor must provide wellness group activities in a culturally and linguistically appropriate manner.

1.21. The Contractor must conduct pre- and post-assessments to gauge the value of the wellness group activities.

1.22. The Contractor must support and/or assist with ORR-eligible population periodic emotional distress screenings using evidence-based tools that may include, but are not limited to, the Refugee Health Screener 15 (RHS-15), and communicate results and make referrals to health care providers as needed.

1.23. The Contractor must maintain relationships with a minimum of four (4) health care providers within the refugee resettlement network and develop and foster relationships with a minimum of four (4) health care providers who are not in the refugee resettlement network through:

1.23.1. Outreach;

1.23.2. Education; and

1.23.3. Meetings.

1.24. The Contractor must ensure relationships with health and mental care providers within, and not within, the refugee resettlement network focus on, but are not limited to:

1.24.1. Health needs and culture of ORR-eligible populations.

1.24.2. Barriers to care that may include, but are not limited to:

1.24.2.1. Language.

1.24.2.2. Cultural factors.

1.24.2.3. Transportation issues.

1.24.3. National Standards for CLAS in health and healthcare.

1.25. The Contractor must provide education and training to ORR-eligible populations on the availability of health insurance through employers, the Marketplace, expanded Medicaid and/or other financial assistance options at various stages of resettlement, which will include, but is not limited to:

1.25.1. Assistance accessing and navigating the various health insurance options available including;

1.25.2. Assisting with health insurance enrollment applications; and/or

1.25.3. Making referrals to organizations for assistance with health insurance applications.

1.25.4. Providing education on the need to obtain appropriate health insurance when transitioning off Medcaid or Refugee Medical Assistance.

1.25.5. Assistance acessing affordable health insurance beyond the 12 month Refugee Medical Assistance eligiblity period.

1.26. The Contractor must provide planning and evaluation assistance to the Department including, but not limited to:

1.26.1. Developing and collecting pre- and post-assessments of knowledge distributed at orientations, health sessions and training.

1.26.2. Tracking data, including:

1.26.2.1. Number of referrals made;

1.26.2.2. Number of training sessions and participants;

1.26.2.3. Number of consultations or point of contact with providers; and

1.26.2.4. Number of meetings and training sessions.

1.26.3. Collecting feedback from health service providers to evaluate the success of case management coordination, and implementing

adjustments as necessary.

1.26.4. Collecting internal feedback from staff, particularly case managers and other case management specialists to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.

1.27. The Contractor must facilitate referrals to behavioral health providers as needed.

1.28. The Contractor must ensure ORR-eligible clients receiving health navigation and support services in accordance with Subsection 1.4 will have documented a plan of care in accordance with Subsection 1.7.

1.29. The Contractor must participate in virtual or in-person meetings with the Department upon request.

1.30. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

1.31. Staffing and Training

1.31.1. The Contractor must ensure the following staff positions to carry out the services as specified in the Scope of Services:

1.31.1.1. Two (2) Health Case Managers.

1.31.1.2. One (1) Administrator. Responsibilities include but are not limited to:

1.31.1.2.1. Oversight and supervision of the two (2) Health Case Managers including performing all supervisory duties; and.

1.31.1.2.2. Oversight of the reporting process and ensuring all required reporting is complete and submitted to the Department timely in accordance with Subsection 1.29. Reporting.

1.32. The Contractor must ensure staff participate in trainings on the following subject matters:

1.32.1. Understanding health insurance coverage and enrollment requirements on the state and federal levels in order to assist ORR-eligible populations obtain appropriate health insurance;

1.32.2. Professional development training that may include, but is not limited to, the National Alliance on Mental Illness Mental Health First Aide training, to inform practices.

1.33. Reporting

1.33.1. The Contractor must submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than fifteen (15) days after the end of each reporting period, and upon request by the Department. Semi-annual reports must include, but are not limited to:

1.33.1.1. Number of new arrivals by:

1.33.1.1.1. Gender;

1.33.1.1.2. Age;

1.33.1.1.3. Country of origin; and

1.33.1.1.4. Immigration status.

1.33.1.2. Number of clients receiving tuberculosis screening within the following time frames:

1.33.1.2.1. Thirty (30) days of arrival;

1.33.1.2.2. Thirty (30) to ninety (90) days of arrival; and

1.33.1.2.3. Ninety (90) days or more.

1.33.1.3. Number of clients receiving initial health exam within the following time frames:

1.33.1.3.1. Thirty (30) days of arrival;

1.33.1.3.2. Thirty (30) to ninety (90) days of arrival; and

1.33.1.3.3. Ninety (90) days of arrival or more.

1.33.1.3.4. Major accomplishments/new initiatives, challenges/emerging issues, and client success stories.

1.33.1.4. Number of children six (6) months to sixteen (16) years of age who have been screened for lead.

1.33.1.5. Number of clients scheduled for first dental examination within six (6) months of arrival.

1.33.1.6. Number of clients referred to the following:

1.33.1.6.1. Primary care provider;

1.33.1.6.2. Dental care provider;

1.33.1.6.3. Emergency room;

1.33.1.6.4. Mental health provider;

1.33.1.6.5. Infectious disease specialist;

1.33.1.6.6. Vision care provider;

1.33.1.6.7. Hearing care provider;

1.33.1.6.8. HIV services;

1.33.1.6.9. Tuberculosis follow-up services;

1.33.1.6.10. Pre-natal care provider;

1.33.1.6.11. Other specialists as well as the other conditions identified by the State Refugee Health Coordinator.

1.33.1.7. Demographic data for ORR-eligible clients receiving Refugee Health Promotion services,including:

1.33.1.7.1. Gender;

1.33.1.7.2. Age;

1.33.1.7.3. Primary language;

1.33.1.7.4. Country of origin; and

1.33.1.7.5. Immigration status.

1.33.1.8. Number and names of clients receiving health care navigation and support services for medical conditions.

1.33.1.9. Number and names of clients receiving health care navigation and support services for mental healthconditions.

1.33.1.10. Number and names of clients participating in a wellness groups.

1.33.1.11. Number and names of clients receiving initial health orientation and topic(s) covered.

1.33.1.12. Number and names of clients receiving home visits.

1.33.1.13. Number and names of clients receiving individual targeted health education and topic(s) covered.

1.33.1.14. Number of health providers receiving training.

1.33.1.15. Number of health case manager trainings and topic(s).

1.33.1.16. Number of ORR-eligible clients educated and/or referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.

1.33.1.17. Accomplishments and challenges in conducting Refugee Health Promtion services.

1.33.2. The Contractor must identify and submit the primary health related issues of concern in each of the ORR-eligible client communities to

the Department. Primary health related issues may include, but are not limited to:

1.33.2.1. Diabetes.

1.33.2.2. Hypertension.

1.33.2.3. Mental health.

1.33.2.4. Oral health concerns.

1.33.3. The Contractor must provide the Department with the Refugee Health Promotion Tracking Log, or the data contained therein, in a format acceptable to the Department on a monthly basis.

1.33.4. The Contractor must submit a final program report to the Department no later than fifteen (15) calendar days prior to the contract completion date.

1.33.5. The Contractor may be requested to provide additional key data, reports and metrics to the Department as deemed necessary by the Department.

1.34. Performance Measures

1.34.1. The Contractor must ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:

1.34.1.1. Adult ORR-eligible clients receive assistances accessing affordable health insurance beyond the 12 month Refugee Medical Assistance eligibity period ;

1.34.1.2. Results of the pre/post assessments of knowledge distributed at each health orientation demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:

1.34.1.2.1. Accessing and navigating the US Health System in order to obtain health insurance;

1.34.1.2.2. Scheduling and keeping health appointments; and

1.34.1.2.3. Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments; and

1.34.1.2.4. Health insurance and requirements.

1.34.1.3. Results of the pre/post assesments of knowledge distributed at each health education session demonstrate 80% of ORR-eligible adult clients gained knowledge on a

minimum of one (1) health topic.

1.34.1.4. Results of pre/post assesments of well-being distributed at wellness groups demonstrate that 80% of ORR-eligible clients increased well-being as a result of participating in the group.

1.34.1.5. A minimum of four (4) new relationships are established with providers outside of the refugee resettlement network each contract year.

1.34.1.6. Participation in a minimum of four (4) meetings each with a minimum of three (3) separate providers within the refugee resettlement network each contract year.

1.34.2. The Contractor must develop and submit a corrective action plan for any performance measure(s) not on target to be achieved annually, in accordance with Subsection 1.30.1. to the Department on a quarterly basis until such time all measures are achieved annually, that must include:

1.34.2.1. The barrier(s) to achieving the measure(s) annually; and

1.34.2.2. A detailed plan to achieve the measure(s) annually that must include but is not limited to, a timeline.

1.35. Background Checks

1.35.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:

1.35.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.35.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.35.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.36. Confidential Data

1.36.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.36.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.37. Privacy Impact Assessment

1.37.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.37.1.1. How PII is gathered and stored;

1.37.1.2. Who will have access to PII;

1.37.1.3. How PII will be used in the system;

1.37.1.4. How individual consent will be achieved and revoked; and

1.37.1.5. Privacy practices.

1.37.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.38. Contract End-of-Life Transition Services

1.38.1. General Requirements

1.38.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department,

the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.38.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.38.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.38.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.38.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.38.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the

terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.38.2. Completion of Transition Services

1.38.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.38.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.38.3. Disagreement over Transition Services Results

1.38.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

1.38.4. State of New Hampshire's Website Copyright

1.38.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.

2.2. The Contractor must 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 and is incorporated by reference herein..

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. The Contractor must submit, within ten (10) days of the Agreement 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.

3.3. Credits and Copyright Ownership

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

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations must be made on forms provided by the Department for that purpose and must be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services

hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains 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
New Hampshire Refugee Health Promotion Program

EXHIBIT C – Amendment #4

Payment Terms

1. This Agreement is funded by:

   100% Federal funds, Refugee Services, as awarded on November 30, 2022, by the Children & Families, Refugee Resettlement, ALN 93.566, FAIN 2301NHRSSS-01 and #2301NHRSSS-02.

2. For the purposes of this Agreement the Department has identified:

   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.

   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.

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 items, as specified in Exhibits C-1, Budget through Exhibit C-16, Budget – Amendment #4.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   4.3. Identifies and requests payment for allowable costs incurred in the previous month.

   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Laura.Mcglashan@dhhs.nh.gov or mailed to:

   Laura McGlashan, NH State Refugee Health Coordinator
   Department of Health and Human Services
   Office of Health Equity
   97 Pleasant Street, Thayer Building
   Concord, NH 03301

   Phone: (603) 271-2688

DS

Contractor Initials _____

Date 8/23/2023

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses 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.

7. 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.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. 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.

8.1.2. 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.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. 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.

8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-13, Amendment#4, SFY24 Budget
(Afghan Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Refugee Health Promotion Program
Budget Period	SFY24 (10/1/2023 to 6/30/2024)
Indirect Cost Rate (if applicable)	20%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$17,486
2. Fringe Benefits	$4,022
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	$875
6. Travel	$498
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$1,250
Other (please specify)	$480
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$24,611
Total Indirect Costs	$4,924
TOTAL	$29,535

Contractor Initial: DS

Date: 8/23/2023

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Exhibit C-14, Amendment #4 SFY24 Budget
(Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Refugee Health Promotion Program
Budget Period	SFY24 (10/1/2023 to 6/30/2024)
Indirect Cost Rate (if applicable)	20%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$70,290
2. Fringe Benefits	$16,166.50
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	$625
6. Travel	$694
7. Software	$2,118
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (Interpretation)	$1,250
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$91,143.50
Total Indirect Costs	$18,228
TOTAL	$109,371.50

Contractor Initial: DS

Date: 8/23/2023

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Exhibit C-15, Amendment #4 SFY25 Budget
(Afghan Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Refugee Health Promotion Program
Budget Period	SFY 25 (07/1/2024 through 9/30/2024)
Indirect Cost Rate (if applicable)	20%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$10,481
2. Fringe Benefits	$2,411
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	$525
6. Travel	$587
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$750
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$14,753
Total Indirect Costs	$2,951
TOTAL	$17,703

Contractor Initial: DS

Date: 8/23/2023

DocuSign Envelope ID: 95B5662A-CBEE-4D23-9354-D1F82C9FD1C7

Exhibit C-16, Amendment #4 SFY25 Budget
(Refugee Health Promotion)

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Refugee Health Promotion Program
Budget Period	SFY25 (7/1/2024 to 9/30/2024)
Indirect Cost Rate (if applicable)	20%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$42,177
2. Fringe Benefits	$9,701
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	$375
6. Travel	$416
7. Software	$1,271
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$750
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$54,690
Total Indirect Costs	$10,938
TOTAL	$65,628

Contractor Initial: JT DS

Date: 8/23/2023

DocuSign Envelope ID: 95B5662A-CBEE-4D23-9354-D1F82C9FD1C7

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 INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **739194**

Certificate Number: **0006298978**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of August A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, William Krause, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of the International Institute of New England

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

VOTED: That Jeffrey Thielman, President & CEO

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: 8/1/2023 | 7:21 AM PDT

Name: William Krause
Title: Board Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2023

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
International Institute of New England, Inc.
2 Bolyston Street
3rd Floor
Boston, MA 02116

COVERAGES CERTIFICATE NUMBER: W28959137 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			PHPK2547739	05/05/2023	05/05/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of NH - Department of Health & Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie M Powers

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INTEINS-05 PCONDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2023

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

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

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200 FAX (A/C, No): (781) 792-3400 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Travelers Property Casualty Company of America — 25674
INSURED International Institute Of New England, Inc. 2 Boylston Street, 3rd floor Boston, MA 02116	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		6JUB-9975L65-4-22	10/1/2022	10/1/2023	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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International Institute of New England

The mission of the International Institute of New England (IINE) is to create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement and pathways to citizenship. IINE serves a unique and hard to reach immigrant population including refugees that speak rarer languages; asylees; adult and child survivors of human trafficking; and unaccompanied children joining undocumented family members. Many are survivors of political violence, repression and persecution. IINE is also unique in offering a holistic service continuum that combines resettlement, trauma-informed case management, education, employment, and legal services, enabling us to individualize support and help families thrive.

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International Institute of New England

FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

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September 30, 2022 and 2021

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AAFCPAs
great minds | great hearts

50 Washington Street
Westborough, MA 01581
508:366.9100
aafcpa.com

Independent Auditor's Report

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

Opinion

We have audited the financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation) (the Institute), which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of International Institute of New England, Inc. as of September 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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 the Institute 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 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 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, which raise substantial doubt about the Institute's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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 is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

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 the Institute'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, which raise substantial doubt about the Institute'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.

AAFCPAs, Inc.

Boston, Massachusetts
March 8, 2023

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Financial Position
September 30, 2022 and 2021

Assets	2022	2021
Current Assets:		
Cash	$ 5,066,794	$ 680,095
Short-term investments	-	300,000
Current portion of government contracts and contributions receivable	1,671,722	1,301,245
Accounts receivable	66,682	49,313
Prepaid expenses and other	225,128	77,162
Total current assets	7,030,326	2,407,815
Investments	7,989,204	7,919,112
Contributions Receivable, net	660,111	-
Property and Equipment, net	1,540,761	1,738,963
Security Deposits	92,984	92,984
Total assets	$ 17,313,386	$ 12,158,874
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	$ 201,095	$ 40,733
Accrued expenses	475,851	268,166
Current portion of lease incentive	110,782	110,782
Conditional advances	2,902,752	55,197
Total current liabilities	3,690,480	474,878
Deferred Rent and Lease Incentive, net of current portion	502,404	632,991
Total liabilities	4,192,884	1,107,869
Net Assets:		
Without donor restrictions:		
Operating	9,902,624	9,203,985
Property and equipment	1,116,107	1,203,525
Total without donor restrictions	11,018,731	10,407,510
With donor restrictions	2,101,771	643,495
Total net assets	13,120,502	11,051,005
Total liabilities and net assets	$ 17,313,386	$ 12,158,874

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2022 and 2021

	2022			2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Government contracts	$ 9,807,401	$ -	$ 9,807,401	$ 3,919,032	$ -	$ 3,919,032
Grants and contributions	4,968,989	2,292,154	7,261,143	1,924,356	1,503,795	3,428,151
Donated goods and services	731,498	-	731,498	617,041	-	617,041
Program service fees and contracted services	398,961	-	398,961	335,308	-	335,308
Other revenue	6,111	-	6,111	404	-	404
Net assets released from purpose restrictions	833,878	(833,878)	-	1,035,727	(1,035,727)	-
Total revenues	16,746,838	1,458,276	18,205,114	7,831,868	468,068	8,299,936
Expenses:						
Program services	10,994,016	-	10,994,016	5,276,292	-	5,276,292
General and administrative	2,165,323	-	2,165,323	1,704,520	-	1,704,520
Fundraising	1,769,692	-	1,769,692	794,600	-	794,600
Total expenses	14,929,031	-	14,929,031	7,775,412	-	7,775,412
Changes in net assets from operations	1,817,807	1,458,276	3,276,083	56,456	468,068	524,524
Non-Operating Revenue (Expense):						
Capital grants and government contracts	-	-	-	-	135,000	135,000
Net assets released from capital restrictions	-	-	-	285,000	(285,000)	-
Investment return	(1,206,586)	-	(1,206,586)	1,155,418	-	1,155,418
Total non-operating revenue (expense)	(1,206,586)	-	(1,206,586)	1,440,418	(150,000)	1,290,418
Changes in net assets	611,221	1,458,276	2,069,497	1,496,874	318,068	1,814,942
Net Assets:						
Beginning of year	10,407,510	643,495	11,051,005	8,910,636	325,427	9,236,063
End of year	$ 11,018,731	$ 2,101,771	$ 13,120,502	$ 10,407,510	$ 643,495	$ 11,051,005

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Cash Flows
For the Years Ended September 30, 2022 and 2021

	2022	2021
Cash Flows from Operating Activities:		
Changes in net assets	$ 2,069,497	$ 1,814,942
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Capital grants and government contracts	-	(135,000)
Investment return	1,206,586	(1,155,418)
Depreciation	430,664	326,275
Amortization of deferred rent and lease incentive	(110,782)	(110,784)
Donated stock	(2,765)	(173,945)
Bad debt	93,351	-
Discount on contributions receivable	49,889	-
Changes in operating assets and liabilities:		
Government contracts and contributions receivable	(1,173,828)	(713,566)
Accounts receivable	(17,369)	4,788
Prepaid expenses and other	(147,966)	(57,968)
Security deposits	-	6,000
Accounts payable	138,675	(18,770)
Accrued expenses	207,685	(79,700)
Conditional advances	2,847,555	(2,727)
Deferred rent	(19,805)	(7,553)
Net cash provided by (used) in operating activities	5,571,387	(303,426)
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	440,000	282,780
Acquisition of property and equipment	(210,775)	(476,702)
Investment purchases	(1,413,913)	-
Net cash used in investing activities	(1,184,688)	(193,922)
Cash Flows from Financing Activities:		
Capital grants and government contracts	-	270,832
Net Change in Cash	4,386,699	(226,516)
Cash:		
Beginning of year	680,095	906,611
End of year	$ 5,066,794	$ 680,095
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain (loss) on investments	$ (1,394,382)	$ 914,311
Property and equipment financed by accounts payable	$ 21,687	$ -

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses
For the Year Ended September 30, 2022
(With Summarized Comparative Totals for the Year Ended September 30, 2021)

	2022				2021
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	$ 4,489,338	$ 895,615	$ 959,486	$ 6,344,439	$ 3,768,779
Payroll taxes and fringe benefits	722,749	181,369	197,438	1,101,556	733,960
Donated services	416,417	2,383	53,765	472,565	570,121
Purchased and contracted services	405,001	20,150	5,936	431,087	369,081
Staff training	9,519	14,117	4,938	28,574	2,903
Total personnel and related	6,043,024	1,113,634	1,221,563	8,378,221	5,444,844
Occupancy:					
Rent and utilities	498,545	65,127	62,228	625,900	589,908
Depreciation	191,661	137,088	-	328,749	215,715
Total occupancy	690,206	202,215	62,228	954,649	805,623
Other:					
Client assistance	3,612,976	-	-	3,612,976	617,377
Professional fees	175,264	371,672	200,823	747,759	334,160
Donated goods	258,933	-	-	258,933	46,920
Supplies and materials	57,797	133,531	8,786	200,114	92,978
Dues and subscriptions	29,220	83,723	68,487	181,430	44,738
Special events	-	-	175,352	175,352	109,356
Depreciation	59,416	42,499	-	101,915	110,560
Bad debt	-	93,351	-	93,351	-
Travel, meetings and conferences	41,992	40,029	6,717	88,738	30,830
Insurance	1,583	53,911	-	55,494	49,194
Storage	10,643	14,643	-	25,286	12,854
Printing	2,646	703	18,030	21,379	17,347
Postage	8,544	3,085	6,484	18,113	13,204
Miscellaneous	1,352	12,327	443	14,122	43,734
Advertising	420	-	779	1,199	1,693
Total other	4,260,786	849,474	485,901	5,596,161	1,524,945
Total expenses	$ 10,994,016	$ 2,165,323	$ 1,769,692	$ 14,929,031	$ 7,775,412

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses
For the Year Ended September 30, 2021

	Program Services	General and Adminis-trative	Fundraising	Total
Personnel and Related:				
Salaries	$ 2,537,585	$ 808,301	$ 422,893	$ 3,768,779
Payroll taxes and fringe benefits	491,277	158,926	83,757	733,960
Donated services	570,121	-	-	570,121
Purchased and contracted services	90,020	212,677	66,384	369,081
Staff training	292	1,623	988	2,903
Total personnel and related	3,689,295	1,181,527	574,022	5,444,844
Occupancy:				
Rent and utilities	493,375	51,318	45,215	589,908
Depreciation	161,786	36,672	17,257	215,715
Total occupancy	655,161	87,990	62,472	805,623
Other:				
Client assistance	617,377	-	-	617,377
Professional fees	21,032	311,622	1,506	334,160
Donated goods	46,920	-	-	46,920
Supplies and materials	82,800	7,953	2,225	92,978
Dues and subscriptions	18,993	10,153	15,592	44,738
Special events	-	-	109,356	109,356
Depreciation	82,920	18,795	8,845	110,560
Travel, meetings and conferences	16,980	12,420	1,430	30,830
Insurance	854	48,340	-	49,194
Storage	12,265	589	-	12,854
Printing	14,105	-	3,242	17,347
Postage	10,191	1,299	1,714	13,204
Miscellaneous	6,834	23,728	13,172	43,734
Advertising	565	104	1,024	1,693
Total other	931,836	435,003	158,106	1,524,945
Total expenses	$ 5,276,292	$ 1,704,520	$ 794,600	$ 7,775,412

The accompanying notes are an integral part of these statements.

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1. OPERATIONS AND NONPROFIT STATUS

International Institute of New England, Inc. (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2022 and 2021, there were approximately 4,200 and 3,000 unduplicated people, from approximately 68 and 112 countries that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

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

2. SIGNIFICANT ACCOUNTING POLICIES

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

Recently Adopted Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 is intended to increase the transparency of contributed nonfinancial assets (in-kind goods and services) for not-for-profit entities through enhancements to presentation and disclosure. The amendments in this ASU do not change the recognition and measurement requirements of in-kind goods and services.

In fiscal year 2022, the Institute adopted ASU 2020-07. The adoption of this ASU did not impact the Institute's net asset classes, results of operations, or cash flows for the years ended September 30, 2022 and 2021. This ASU has been applied retrospectively to all periods presented.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as revenues and expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue (expense) includes investment and property and equipment related activity.

Estimates

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

Cash

For the purpose of the statements of cash flows, management considers all highly liquid investments with an initial maturity of three months or less to be cash, except those funds that are included in the Institute's investments (see Note 4).

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased or at fair value at the date of donation. Property and equipment having a value of $5,000 or more are capitalized and are depreciated using the straight-line method over the following estimated useful lives:

Leasehold improvements	Lesser of life of lease or 10 years
Furniture and equipment	3 - 10 years

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. It is the Institute's policy to charge-off uncollectible government contracts and contributions receivable when management determines the receivable will not be collected. No allowance for doubtful accounts was deemed necessary as of September 30, 2022 or 2021.

Fair Value Measurements

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

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

The three-tier hierarchy of inputs is as follows:

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

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

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

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

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Institute and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The Institute's interest in a limited liability partnership is reported at the net asset value (NAV) reported by fund managers, which is used as a practical expedient to estimate fair value, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of September 30, 2022, and 2021, the Institute had no plans to sell this investment.

The Institute also received $2,765 and $173,945 of donated stock during the years ended September 30, 2022 and 2021, respectively. Donated stock is recorded at the fair value at the time of donation and maintained as part of the investment portfolio (see Note 4).

Revenue Recognition

Government Contracts, Grants and Contributions

In accordance with ASC Subtopic 958-605, *Revenue Recognition*, the Institute must determine whether a contribution (or a promise) is conditional or unconditional for transactions deemed to be a contribution. A contribution is considered to be a conditional contribution if an agreement includes a barrier that must be overcome and either a right of return of assets or a right of release of a promise to transfer assets exists (see Note 8). Indicators of a barrier include a measurable performance-related barrier or other measurable barriers, a stipulation that limits discretion by the recipient on the conduct of an activity, and stipulations that are related to the purpose of the agreement. Topic 958 prescribes that the Institute should not consider probability of compliance with the barrier when determining if such awards are conditional and should be reported as conditional grant advance liabilities until such conditions are met. Assets received before the barrier is overcome are recorded as conditional advances.

The Institute's primary sources of revenue are derived from cost-reimbursable and unit-rate Federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. These contracts are considered nonreciprocal transactions because the general public receives the benefit as the result of the assets transferred. Amounts are recognized as revenue when the Institute has incurred expenditures in compliance with specific contract or grant provisions.

Grants and contributions and United Way allocations are recorded as revenue and net assets without donor restrictions when unconditionally committed. Grants and contributions with donor restrictions are recorded as revenues and net assets with donor restrictions when unconditionally received or pledged. Net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in statements of activities and changes in net assets as net assets released from restrictions as costs are incurred, time or program restrictions have lapsed, or capital improvements have been placed into service.

Special events revenue, included in grants and contributions in the accompanying statements of activities and changes in net assets, is from the Institute's ability to host fundraising events. Special event income consists of both contributions and sales. The contribution portion of the special event income is recognized as revenue when unconditionally committed or received in accordance with Topic 958. Special events are considered donor restricted if the proceeds of the event are restricted for specific purposes or time periods at the time of the event.

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Government Contracts, Grants and Contributions (Continued)

The sales portion of the special event income is recognized in accordance with *Revenue from Contracts with Customers* (Topic 606) and is derived from various components, including ticket sales from fundraising events held in which the transaction price is determined annually. Registration fees for these events are set by the Institute and have not been allocated as the events are each considered to be separate performance obligations. The fee portion for these events is immaterial and has not been recognized separately from the contribution portion.

Revenue from Contracts with Customers - Topic 606

The Institute generally measures revenue from exchange transactions based on the amount of consideration the Institute expects to be entitled for the transfer of goods or services to a customer, then recognizes this revenue when or as the Institute satisfies its performance obligations under a contract. The Institute evaluates its revenue recognition based on the five-step model under Topic 606: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to separate performance obligations; and (5) Recognize revenue when (or as) each performance obligation is satisfied.

The Institute recognized program service fees for legal and translation services provided for clients, in which the clients either pay for the services themselves or are sponsored by corporations, depending on the service provided. Program service fees generally consist of a single performance obligation to provide services, and agreements with clients do not contain variable consideration. Accordingly, program service fees are recognized at a point in time, which is also when the performance obligation is satisfied. The transaction price is a fixed fee based upon the service provided, which is established by management based on hourly rates and expected number of hours to complete the service.

Contracted services revenue consists of various training and education service programs provided to immigrants and refugees that span over several months based on the nature of the program or course. There is a single performance obligation for all programs, which consists of the completion of the training and education program or course and related events. Revenue is recognized ratably over the period of the program or course, and the transaction price is based on fixed quoted prices. The contract amount may vary based upon the number of participants in the program and the rate per participant. Generally, a fixed-fee contract is signed by either an individual participant in the program or an organization sponsoring the individuals. The transaction price is determined based upon hourly rates established by management and the number of hours estimated to complete a contract.

Other

Investment return consists of interest, dividends, and realized and unrealized gains and losses. Interest income is recorded as earned and dividend income is recorded on the ex-dividend date. Realized gains and losses on investment transactions are recorded based on the average cost method. Unrealized gains and losses are recorded based on changes in fair value. All other revenue is recognized as earned.

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense Allocations

Program expenses include direct expenses, as well as indirect expenses, which are allocated based upon management's estimate of the percentage attributable to each program. Expenses related directly to a program or supporting function are charged to that function, while all other expenses are allocated based upon management's estimate of the percentage attributable to each function.

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

Advertising Costs

Costs incurred for producing and communicating advertising are expensed when incurred and are reflected as advertising in the accompanying statements of functional expenses.

Donated Goods and Services

In-kind contributions are reflected as contributions at their fair value of the services and goods received, at date of donation, and are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. The Institute is the recipient of donated services and goods. All donated goods and services were unrestricted in fiscal year 2022 and 2021. These amounts have been reported as both donated services and goods in the accompanying statements of activities and changes in net assets and statements of functional expenses. The Institute recognizes the fair value of contributed services received if such services a) create or enhance nonfinancial assets or b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not contributed. Donated services are valued at the standard hourly rates charged for those services. Donated goods are valued at the wholesale prices that would be received for selling similar products. Donated services and goods consisted of the following for the years ended September 30:

	2022	2021
Donated services	$ 472,565	$ 570,121
Donated goods	258,933	46,920
	$ 731,498	$ 617,041

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

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subsequent Events

Subsequent events have been evaluated through March 8, 2023, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

Income Taxes

The Institute accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Institute has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2022 or 2021. The Institute's information returns are subject to examination by the Federal and state jurisdictions.

Net Assets

Net Assets Without Donor Restrictions:

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

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

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

Net Assets with Donor Restrictions:

The Institute receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as net assets with donor restrictions until they are either expended for their designated purposes or as the time restrictions lapse.

Net assets with donor restrictions consist of the following at September 30:

	2022	2021
Purpose restricted	$ 1,271,660	$ 643,495
Time restricted	830,111	-
	$ 2,101,771	$ 643,495

3. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within one of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute made $95,213 and $60,839 of matching contributions to the plan during the years ended September 30, 2022 and 2021, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

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4. INVESTMENTS

Investments, which are stated at fair value in the accompanying statements of financial position, are as follows:

2022	Level 1	Level 2	Level 3	Total
Money market funds	$ 1,245,785	$ -	$ -	$ 1,245,785
Mutual funds:				
Equities	4,634,759	-	-	4,634,759
Fixed income	690,562	-	-	690,562
Common stock	1,534	-	-	1,534
	$ 6,572,640	$ -	$ -	6,572,640
Limited liability partnership (see below)				1,416,564
Total investments				$ 7,989,204

2021	Level 1	Level 2	Level 3	Total
Money market funds	$ 703,642	$ -	$ -	$ 703,642
Mutual funds:				
Equities	5,273,083	-	-	5,273,083
Fixed income	808,309	-	-	808,309
	$ 6,785,034	$ -	$ -	6,785,034
Limited liability partnership (see below)				1,434,078
Total investments				$ 8,219,112

In accordance with ASU No. 2015-07, the Institute's investment in a limited liability partnership is valued at fair value using the NAV per share (or its equivalent) practical expedient and has not been classified in the fair value hierarchy. The fair value amounts presented in the table above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position.

Investments are reported in the accompanying statements of financial position as current or long-term assets based on management's intent with respect to the use of the investments. At September 30, 2022, there were no investments reported as short-term investments. At September 30, 2021, $300,000 was reported as short-term investments as management intended to use those funds during fiscal year 2022.

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

5. CONCENTRATIONS

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

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5. CONCENTRATIONS (Continued)

Funding agencies and donors exceeding 10% of the Institute's operating revenue and support (excluding donated goods and services) or government contracts, contributions and accounts receivables as of and for the years ended September 30, 2022 and 2021; are as follows:

Funder	Operating Revenue and Support %		Government Contracts, Contributions and Accounts Receivables %	
	2022	2021	2022	2021
Commonwealth of Massachusetts	38%	23%	20%	32%
U.S. Committee for Refugees and Immigrants	28%	21%	26%	13%
State of New Hampshire	- %	- %	- %	13%

6. FUNDING

The Institute receives a significant portion of its funding from government agencies. These contracts are subject to audit by these government agencies. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Institute as of September 30, 2022 and 2021, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

The Institute leases its main office space in Boston, Massachusetts under an agreement that runs through July 2026. Monthly lease payments for fiscal years 2022 and 2021 were approximately $44,000 and $43,000, respectively, and increase throughout the term of the lease. The Institute records rent on a straight-line basis over the term of the lease. The difference between the monthly lease payments and the related rent expense for a given fiscal year is recorded as deferred rent. The straight-line rent expense combines the escalation amounts and an initial three-month rent-free period. At September 30, 2022 and 2021, deferred rent was $188,532 and $208,335, respectively, and is included in deferred rent and lease incentive in the accompanying statements of financial position.

The lease agreement also includes a tenant improvement allowance of $1,107,822 in the form of a reimbursement for construction and related costs incurred by the Institute for leasehold improvements. This improvement allowance is reported as a liability and is being amortized over the lease term. The improvement allowance is included in deferred rent and lease incentives in the accompanying statements of financial position. Amortization of the lease incentive was $110,782 during each of the years ended September 30, 2022 and 2021, and is netted with rent and utilities in the accompanying statements of functional expenses.

The Institute leases other program and administrative space under various operating lease agreements. Monthly lease payments under these agreements range from $4,098 to $6,804. These leases expire at various dates through June 2031. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

Facility rent expense under all leases was approximately $572,000 and $521,000 for the years ended September 30, 2022 and 2021, respectively, which is included in rent and utilities in the accompanying statements of functional expenses.

The Institute also has a copier lease with monthly payments of $1,041 through June 2025.

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7. LEASE AGREEMENTS (Continued)

Future minimum lease payments under the lease agreements are as follows:

2023	$ 768,815
2024	785,990
2025	756,869
2026	622,109
2027	146,307
Thereafter	374,117
Total	$ 3,454,207

8. CONDITIONAL GOVERNMENT CONTRACTS AND GRANTS

During fiscal years 2022 and 2021, the Institute received grants and contributions (including government contracts) that contained donor-imposed conditions that represent a barrier that must be overcome, as well as a right of return of assets or release from obligations. The Institute recognizes these grants and contributions, including government contracts, when donor-imposed conditions are substantially met.

Conditional promises to give at September 30, 2022 and 2021, consist of:

	2022	2021
Incurring qualifying expenses	$ 3,887,800	$ 773,802
Subject to measurable performance barriers	2,907,015	222,907
Total conditional promises to give	$ 6,794,815	$ 996,709

9. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Institute's financial assets available within one year from the statements of financial position date for general operating expenses are as follows at September 30:

	2022	2021
Cash	$ 5,066,794	$ 680,095
Short-term investments	-	300,000
Current portion of government contracts and contributions receivable	1,671,722	1,301,245
Accounts receivable	66,682	49,313
	6,805,198	2,330,653
Less - donor restricted cash and contributions receivable	1,241,660	643,495
Total financial assets and liquidity resources available within one year	$ 5,563,538	$ 1,687,158

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

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10. PROPERTY AND EQUIPMENT AND DEPRECIATION

Property and equipment consist of the following as of September 30:

	2022	2021
Leasehold improvements	$ 2,586,602	$ 2,354,140
Furniture and equipment	642,631	680,966
	3,229,233	3,035,106
Less - accumulated depreciation	1,688,472	1,296,143
Net property and equipment	$ 1,540,761	$ 1,738,963

Depreciation expense was $430,664 and $326,275 for the years ended September 30, 2022 and 2021, respectively.

11. GOVERNMENT CONTRACTS AND CONTRIBUTIONS RECEIVABLE

Government grants and contributions receivable are expected to be collected as follows at September 30:

	2022	2021
Due in one year	$ 1,671,722	$ 1,301,245
Due in two years	710,000	-
	2,381,722	1,301,245
Less - discount	49,889	-
Less - current portion	1,671,722	1,301,245
	$ 660,111	$ -

The discount recorded on amounts to be collected in future years was calculated using a rate of 3.71%.

12. RECLASSIFICATION

Certain amounts in the fiscal year 2021 financial statements have been reclassified to conform with the fiscal year 2022 presentation.

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International Institute of New England

Board of Directors and Affiliations

Name, Board Position	Affiliation
Avak Kahvejian, Ph.D., Chair	Partner, Flagship Pioneering
Christina Bai	President and Chair of the Board, MeBo Global Education, Inc.
Sam Épée-Bounya	Fixed Income Credit Analyst, Wellington Management
Tuan Ha-Ngoc	President and CEO, AVEO Pharmaceuticals (Retired)
Belinda Juran	Partner, WilmerHale (Retired)
William Krause, Secretary	Portfolio Manager and Vice President, Northern Trust
Shari Loessberg	Senior Lecturer, MIT Sloan School of Management
Bopha Malone	Executive Director, Girls Inc. of Greater Lowell
Libby May	Senior Vice President, External Affairs and Communications, Southern New Hampshire University
Theo Melas-Kyriazi	CFO, Levitronix LLC
Ann Merrifield	Board Member, Lyra Therapeutics, Inc.
Dr. Frederick Millham	Chief of Surgery, South Shore Hospital
Nia Tatsis	Chief Regulatory Officer, Vertex Pharmaceuticals
Fereshtah Thornberg	Senior Vice President and Client Executive, Global Clients Division, State Street
Jeffrey Thielman, President and CEO	President and CEO, International Institute of New England

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FURAHA NYIRARUKUNDO

[redacted]

EXPERIENCE

3/2023- PRESENT
CASE SPECIALIST, MENTAL HEALTH PROMOTION- IINE

- Work closely with the Community Services Team to coordinate all Healthcare related needs for new arrivals with thin their first 90days.
- Promote the health and wellbeing of all new and vulnerable refugees residing in the greater Manchester and Nashua areas.
- Promote the Health & Mental Health literacy to refugees, to enable them to access and navigate the U.S. health care system independently.
- Ensure that refugees obtain all needed medical and mental health services in a manner that is timely, as well as culturally and linguistically appropriate.
- Increase refugee access to affordable healthcare over the long term.
- Document all contacts made on behalf of clients and services provided in the clients' case files; enters data in the central database.
- Reporting responsibilities as assigned: monthly domestic case coordination, quarterly and annual reports for the health Promotion program.
- Submitting client's IOM health records, I-94s and intake forms to health providers.
- Setting medical appointments (screenings, lab, X rays, ultrasounds, mammograms, immunizations, dental, eye care, hearing, etc.) and coordinating follow-ups.
- COVID-19: Assist Local Health Department with connecting clients to COVID-19 Information / updates, scheduling vaccine & booster appointments. Helping to advocate / promote the positive benefits of receiving vaccinations for clients who are vaccine resistant.
- Coordinate and assess needs of clients; and develop short and long terms service plans based on IINE's comprehensive range of services in conjunction with other service providers.
- Counsel and assist families in adjustment and attaining appropriate services and when appropriate contribute to the client's self-sufficiency plan.

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- Help to build and maintain a growing network of healthcare providers and make client referrals for service.
- Documents all contacts made on behalf of clients and services provided in the clients' case files; enters data in the central database.

08/2021 – PRESENT
HOME HEALTH CARE, ALPHA HOME CARE

- Perform personal care activities, including bathing, grooming, dressing, eating, and using the bathroom.
- Perform household duties, including meal preparation and light housekeeping.
- Provide patients with mobility assistance.
- Follow assignments and guidelines set by RNs, PTs, and/or OTs.
- Prepare and submit all documentation by established deadlines in conjunction with policies and procedures.
- Report unusual behavior and any other pertinent patient information to supervisor.
- Show flexibility in responding to the needs of the patient.
- Oversee administration of medications

05/2022 – PRESENT
VOLENTREER FOR CONGOLEESE COMMUNITY, ALPHA HOME CARE

- Assisting IINE with Congolese community
- Developing plans on dealing with crises
- Educating clients how to properly deal with issues in the community
- Interpreting and relaying messages to the clients
- Shadowing Housing Coordinator for home inspections with city

EDUCATION

October 2019 – Present
ESL – IINE

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Puspa Man Joshi

SKILLS SUMMARY

- Worked with refugees for their medical appointments and referrals (provided transportation)
- Operated free Global Language Learning Club on line (focusing on English) for participants from fourty countries.
- Worked as a volunteer for United Way of Nashua to distribute free foods for needy people.
- Worked with Nepali and Hindi speaking parents, and Manchester School District teachers as a family liaison/interpreter (contractor vendor)
- Conducted health orientations. Attended health conferences and seminars.
- Worked with refugees from different countries (Bhutan, Iraq, Democratic Republic of Congo, Sudan, etc.) to enroll their children in the schools and apply for public benefits such as welfare, fuel assistance, and social security card.
- Love to work with refugees and immigrants and enjoy helping them.
- Effective communicator with people from different countries.
- Taught high school Math and Science. High School Administrator in Nepal
- Operated free Nepali language class for children of Nepali descendants in Columbus, Ohio.
- Contributor of articles to the newsletters and magazines published by Nepali diasporas.
- Strong work ethic with an exemplary attendance record.
- Knowledgeable in the use of Microsoft Office Access, Word, Excel, and PowerPoint.
- Nepali/English interpreter for Bhutanese refugees and interpreted a series of presentations for parents of school-age children, topics related to social issues such as education, safety, renter's duties, and elderly abuse.
- Completed medical interpreter training from Language Bank and has been working for this agency.
- I speak and write fluent Nepali, English, Newari (Degree), and speak Chinese Mandarin (Diploma). I also speak basic Swahili and took some courses in Spanish and Russian.
- Coached the table tennis team at the Ohio State University as an assistant coach.

Health Case Specialist (Full time) July 2022-Present

- Providing rides for clients for medical appointments (including lab work, xray, or pharmacy) as well as other purposes such as English tests at HNE or for social gatherings.
- Working on case coordination and submitting the monthly report.
- Helping clients to get medical appoitments when or if they need.

Organizer and Participant
The Global Language Learning Club (Online), Nashua, NH
December, 2021 - Present

- Finding native English speakers as volunteer teachers and recruiting participants.

Nepali Language Interpreter
The Language Bank, Manchester, NH April, 2011 - Present

- Interpreting for Nepali speakers at hospitals, clinics, DHHS and schools.

Nepali Interpreter

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Bring It Program, Manchester, NH — Nov. 2020 - Present

- Interpreting as well as working as a liaison for the After School program

Nepali Interpreter/School Liaison
Manchester School District — March. 2021 - May, 2021

- Interpreting as well as working as a family liaison for the school district.

Volunteer — June 2020 - Present
United Way of Nashua

- Delivering and distributing free lunch and produce for low-income parents
- Collecting stationery for students at the shopping mall.

Health Services Coordinator (Full time since June 2014, Permanent) — June 2013-June 2020

- Providing health records of clients to the health care providers then get a schedule for tuberculosis-test, immunizations, and complete physicals.
- Provide health orientations
- Taking clients to urgent care/emergency when or if needed.
- Attending seminars related to health care.
- Invite health care providers, pharmacy staff, or, medical institute staff to come to the institute to give presentations to the clients and staff
- Providing Nepali language interpretation service to clients during appointments when no service was provided by the health care provider and during in-house orientations as well.

Case Manager (Part time, Permanent) — Aug. 2011-May 2013

- Providing interpretation and translation services to Bhutanese refugees whenever needed.
- Conducting 30 and 90 day home visits and home safety and community orientations.
- Helping clients to apply for welfare benefits, social security cards, and fuel assistance.

School Enrollment Coordinator (Part-time, Temporary) — April 2011-July 2011

- Enroll school-age children and teach-literacy class

Case Manager (Part time, Temporary) — Dec. 2009- March 2011
ABLE Network, Inc., Manchester, NH

- Providing interpretation and translation services to Bhutanese refugees whenever needed.
- Conducting 30 and 90 day home visits and home safety and community orientations.
- Helping clients to apply for welfare benefits, social security cards, and fuel assistance

EDUCATION

PhD., Transportation Psychology
The Ohio State University

MSc., Transportation Planning
The Ohio State University

MC&RP., City and Regional Planning
The Ohio State University

B.E. Highway Engineering
Tungchi University Shanghai, China

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B.Ed., Math and English
Institute of Education, Kirtipur, Nepal

B.A., Math and Newari Language
Tribhuvan University, Nepal

TRAINING

Completed a senior citizen training provided by AARP
Diploma in the Chinese Language from Peking Language Institute
56 Hours Culture Smart Medical Interpreter Training and self-study of the Swahili language.

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Kateryna Kelly

EDUCATION

Zaporizhzhya National University, Zaporizhzhya, Ukraine - *B.A. History*
SEPTEMBER 2014 - JUNE 2017

TECHNICAL SKILLS

- Fluent in Russian, Ukrainian, and English
- Proficient in Word, Excel, and PowerPoint, QBO
- Computer Assisted Translation software

PROFESSIONAL EXPERIENCE

International Institute of New England, Manchester, NH – *Community Services Manager*
APRIL 2023 – PRESENT

- Recruit, manage and oversee the activities of all community services staff and interns.
- Supervise specialized services, strength-based case management services for IINE clients including refugees, asylees, special immigrant visa holder, humanitarian parolees, victims of trafficking and Haitian/Cuban entrants.
- Manage comprehensive intake system for clients accessing community services.
- Assign case management cases and provide weekly supervision to case specialists.
- Ensure a high standard of services and outcomes that meet or exceed US Government regulations.
- Ensure cases have individual case plans with particular attention to culture, language and special circumstances and coordinate services to accomplish goals of individual and family self-sufficiency.
- Supervise all client related program expenditures and requests.
- Responsible for all program-related data entry, including that of supervisees.
- Support teaching and management of cultural orientation classes for IINE clients.
- Lead performance tracker review during weekly Community Service Team meetings. Provide structured supervision and support to staff through weekly Client Focused Meetings/Dispo and weekly one-on-one meetings with direct reports.
- Manage AOR, CAM AOR and Lautenberg assessments and application process. Provide referrals to other family reunification pathways.
- Coordinate referrals for clients with mental health needs, to services which provide basic coping skills and foster positive relationships and communal support. Provide crisis intervention as needed.
- Support the development of a comprehensive resource manual and SOPs for services commonly used.
- Build community relationships with health centers, public benefits offices and community and external support.
- Conduct quality assurance reviews to ensure that case files are up to date and complete with case notes and all required documentation.
- Complete all Community Services contract reports as required and support IINE data collection efforts.

International Institute of New England, Manchester, NH – *Office Manager*
JANUARY 2022- APRIL 2023

- Manage opening and closing of the Manchester office

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- Answer and route phone calls; take accurate messages, and screen calls as appropriate
- Provide accurate responses to a wide variety of inquiries, both in person and via phone
- Ensure that the reception area, conference rooms, and common areas are clean and organized
- Review and distribute incoming mail, packages, and faxes; handle all outgoing mail and packages
- Maintain and update inventories related to the facility, IINE equipment, and offsite document storage
- Assess office supply levels and communicate needs to the Managing Director
- Assist with meetings and events; process party and lunch catering orders as requested
- Maintain and update phone systems; communicate changes in phone numbers
- Training new staff in office procedures, and preparing technology and space for new staff
- Support the Managing Director in the completion and processing of regular administrative forms and processes as directed
- Provide support as needed to the Operations Manager to ensure the smooth operations of site projects
- Support Manchester-specific staff-facing events and assist the human resources team with events involving all three IINE offices
- Provide updates on site's activities for use on social media, the website, and the quarterly newsletter, including taking pictures (when appropriate) of events that take place at the site or in the local community
- Track donations distribution for reporting purposes
- Process client related transactions through QuickBooks
- Ensure all transactions recorded accurate at the end of the month
- Assist Senior Program ana Contract Manager and Managing Director with tracking clients' funds disbursement
- Assist Managing Director with staff reimbursements process

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Duprey Hospitality, Concord, NH – *Operations Manager*
NOVEMBER 2019 – JANUARY 2022

- Knowledge of various property management systems
- Revenue reporting and budget planning
- Supply ordering
- Handling all payment types (e.g. charges, cash, debit or credit cards)
- Run daily reports and check for accuracy
- Follow all cash handling/banking procedures as per standard operating procedures
- Daily task assignment to all team members
- Staff scheduling
- Conducting interviews
- Processing onboarding paperwork
- Create training schedule for new staff
- Conducting room inspections
- Create standard operation procedures and training guides

Pinpoint – International Institute of New England, Manchester, NH - *Interpreter*
JULY 2020 – MAY 2021

- Facilitate communication for clients with limited English proficiency
- Provide interpreting / translating services for employees and other individuals for meetings, interviews, telephone calls, etc. including one-to-one and group settings
- Review translated material for accuracy of meaning, grammar and syntax
- Prepare written translations of instructional and educational materials, correspondence, and forms when appropriate for use by the staff, clients, and other individuals
- Relay the style and tone of the original language and render spoken messages accurately, quickly, and clearly

SpringHill Suites by Marriott Hampton, Portsmouth, NH - *Front Desk Manager*
JANUARY 2019 – NOVEMBER 2019

- Processing all guest cancellations, refunds, compensations, and reviewing guest complaints
- Training new employees
- Updating front desk standard operating procedures
- Preform room inspections
- Experience as night auditor
- Make and confirm reservations
- Answer all phone calls from guestrooms, outside lines, and internal call
- Assign rooms per guest request and preference
- Provide all guests with overview of hotel and amenities
- Process all check-outs
- Complete assigned cashier and closing reports
- Balance and drop receipts according to prescribed accounting procedures

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Kayla Rossmeissl

SKILLS SUMMARY

- Curriculum Designer
- Staff Training Designer
- Staff Trainer
- Microsoft & Google Suite
- Data Entry
- Best Practice Developer

WORK EXPERIENCE

International Institute of New England (IINE)| Manchester, New Hampshire

Senior Program and Contract Manager — **February 2022 to Present**

- ◆ Work closely with the Program Managers in case assignment and ensure core services are in compliance
- ◆ Participate and provide support through weekly Client Focus Meeting and help prioritize tasks
- ◆ Responsible for timely completion of all relevant program contract reports
- ◆ Manage submission of monthly, quarterly, semi-annual, and annual contract reports
- ◆ Review and revise Managers' reports and/or draft narratives with input from program staff, as required.
- ◆ Contribute to the development of funding requests (new proposals and renewals) in coordination with the Managing Director and grants team
- ◆ Conduct internal audits of case files and data collection for case management, employment, education and skills training services to ensure contract and service compliance.
- ◆ Ensure case files are complete and corrections are made by the staff after initial review
- ◆ Maintain a positive "data culture" by working closely with the Monitoring and Evaluation team to support program data management activities and IINE data collection efforts;
- ◆ Trouble-shoot and address data collection challenges; conduct data reviews
- ◆ Create, develop, and implement streamlined onboarding materials and training tools for all IINE staff

Education Program Advisor — **August 2021 to February 2022**

- ◆ Advise LNA for Success program and create new skills training programs with partnering agencies
- ◆ Design LNA for Success curriculum, recruitment materials, and data analysis tools
- ◆ Advise Education Program regarding documentation/reporting for all contracts/programs
- ◆ Expand local employer partnerships with a focus on scaling fee-based skills training programs

Education & Workforce Development Manager — **June 2020 to August 2021**

- ◆ Direct, develop, and implement sustainable citizenship preparation courses across three sites of IINE
- ◆ Expand/lead remote teaching professional development with education departments across three sites of IINE
- ◆ Direct processes related to student recruitment/enrollment, program/classroom schedules, student orientation, program activities, instructor assignments, substitute teacher assignments, and retention activities
- ◆ Manage and monitor required documentation/reporting for all contracts/programs
- ◆ Ensure that program is in complete compliance with state and contract guidelines
- ◆ Assess, evaluate and improve program outcomes to ensure responsiveness to participants' needs
- ◆ Recruit and manage the activities of all education and employment program staff, interns, and volunteers.
- ◆ Establish/manage goals of all supervisees with performance targets during weekly check-in/quarterly reviews
- ◆ Create/ implement training on best practices in English as a Second or Other Language (ESOL), Integrated English Literacy and Civic Education (IELCE), Integrated Education Training (IET), and Employment services
- ◆ Supervise program operations for all components of the Education and Workforce Development programs
- ◆ Create and lead administrative, curriculum development, and program planning meetings
- ◆ Train instructional staff and build development plans that reflect program needs and contractual regulations

Lead Instructor & Education Programming Specialist — **May 2019 to June 2020**

- ◆ Manage and create citizenship preparation courses in Lowell, MA and Manchester, NH
- ◆ Lead community outreach to spread awareness of IINE programs and create local partnerships
- ◆ Collaborate with community partners to ensure student success in achieving professional and academic goals
- ◆ Participate in state and federal monitoring by attending interviews, conferences, and providing data
- ◆ Record data and run reports in internal database (Apricot) and Adult Bureau of Education database (LACES)
- ◆ Train staff on Apricot and innovate digital techniques to ensure accurate measurement of grant outcomes
- ◆ Co-author grant proposals to expand programmatic offerings in areas of students' needs
- ◆ Present data-driven programmatic outcomes, weaknesses, and improvements in weekly meetings
- ◆ Develop and facilitate professional development trainings for educators, interns, and volunteers

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- Create a teaching manual of best practices to ensure education programs remain sustainable
- Develop/teach Integrated English Literacy and Civics Education (IELCE) curricula to adult English learners

ESL Instructor & Cultural Orientation Trainer **October 2015 to May 2019**

- Teach literacy to advanced College & Career Readiness English classes to adult refugees and immigrants
- Lead Cultural Orientation to newly arrived refugee and immigrant adults
- Create student-centered lessons, calculate and record grades in Microsoft Office and Google Suite products
- Mentor students on job applications, cover letters, resumes, and essays for college applications
- Mentor undergraduate and graduate TEFL or TESOL students and organize ESL volunteers

Certified National StAR EBRI Trainer **August 2018 to June 2021**

New Hampshire Adult Bureau of Education, Concord, NH

- Organize logistics and lead first official Student Achievement in Reading Evidence-Based Reading Instruction (StAR EBRI) training for New Hampshire and Vermont adult educators
- Advise program directors on programmatic improvements related to evidence-based reading instruction
- Organize logistics and facilitate three face-to-face day-long trainings for NH and VT adult educators
- Collaborate with Vermont and New Hampshire's state professional development coordinators
- Develop and create timelines and modify training materials from Manhattan Strategies Group StAR training
- Provide weekly feedback on participant online submissions on the StAR learning platform
- Encourage and coach participants to complete assigned modules in a timely manner
- Train StAR co-trainer on StAR best practices for New Hampshire adult educators and coordinators

Master's Assistant| Southern New Hampshire University, Manchester, NH **June 2017 to August 2018**

- Coach international Intensive English Program (IEP) students in academic research writing
- Mentor master in business students in presentation skills
- Assist fellow master in science of TESOL peers in lesson planning, research writing, and presentations
- Lead campus outreach to educate graduate students of Learning Commons Center's free tutor opportunities

VOLUNTEER EXPERIENCE

Emergencies and Environmental Health Trainer| Peace Corps China **June 2015**

- Collaborate with Peace Corps China Medical Officers in developing meaningful trainings for new volunteers
- Present on emergencies and environmental health topics during pre service training for new volunteers
- Lead break out sessions regarding healthy alternatives to cope with homesickness and culture shock

Leadership Conference Presenter| Peace Corps China **May 2015**

- Present on public speaking techniques and charisma to 50 undergraduate students

Volunteer Advisory Committee (VAC) Chair| Peace Corps China **September 2014 to June 2015**

- Collaborate with Country Director (CD) and Peace Corps (PC) China Staff to identify issues in volunteer training programs which includes, but is not limited to training procedures, editing policies and emails
- Communicate often with members to maintain transparency of news/developments from office
- Facilitate tri-annual VAC meetings/training sessions with CD and PC staff, both face-to-face and on Skype
- Set agenda for meetings by preparing/distributing meeting agenda in advance; collect concerns/suggestions
- Follow-up with VAC Representatives and PC staff regarding actionable items after VAC meetings

5th Annual Nu Women's Summit Presenter| Peace Corps China **June 2014**

- Lead a healthy relationships workshop to 50 undergraduate students

Gender Equality Women Empowerment Newsletter Educational Writer Chair **May 2014 to May 2015**

- Create culturally sensitive lessons relating to gender equality/women empowerment within Chinese context
- Publish peer-edited lesson plans in the Peace Corps China GEWE monthly newsletter, named *Voices*
- Attend monthly Skype meetings to pitch ideas and receive/give constructive feedback for other writers' pieces
- Advise fellow volunteers by brainstorming ways to solve difficulties within their women's group/starting a group

5th Annual Nu Women's Summit Grant Writer| Peace Corps China **April 2014 to October 2014**

- First of the PC China volunteers to successfully write and complete a grant on the PCGO intranet website

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- Advise PC China volunteers and new/current Peace Corps China staff members on using PCGO and the process of writing PCPP grants during Pre-Service/In-Service face-to-face and virtual training sessions

English Corner Leader| Peace Corps China **September 2013 to May 2015**
- Lead meetings encouraging varied-level group of English students/teachers to continue studies out of class

Beginning Swahili Teacher's Assistant| University of Florida **May 2012 to August 2012**
- Assist professor in making interactive lesson plans and attend classes for speaking and/or listening exercises
- Tutor students out of class, make worksheets, quizzes, and additional practice exercises for individuals
- Translate the introduction of "Life Without Limits" from English to Swahili once a week with the professor

EDUCATION

Boston College| Boston, MA **September 2020 to November 2021**
Certificate in Management & Supervision in Human Services

Southern New Hampshire University| Manchester, NH **March 2017 to August 2018**
Master in Science TEFL Program

Michigan State Training Centre for Development Co-Operation| Arusha, Tanzania **June to August 2011**
Completed 6 Credit Intensive/Advanced Kiswahili Course
Sponsored by Fulbright Hayes Scholarship

University of Florida| Gainesville, FL **June 2008 to August 2012**
Bachelor of Science in Animal Biology
Minor in African Studies
Sponsored by Florida Medallion Scholars Award

PROFESSIONAL DEVELOPMENT

Integrated Education Training Boot Camp| Nationwide **September 2021 to November 2021**
US DOE, Office of Career, Technical, and Adult Education, Division of Adult Education and Literacy

Teaching Skills that Matter Presenter| National Conference **May 2021**
American Institutes for Research

NorthStar Digital Literacy| Minnesota Literacy Council **April 2021**

Certified Teaching Skills that Matter Trainer| Nationwide **September 2020 to March 2021**

USCIS Citizenship Preparation Conference| Washington D.C. **August 2019**
Grantee Orientation Training

Panelist for Cupcake Conversations| St. Anselms College, Goffstown, NH **October 2018**

StAR EBRI & CCRS Professional Development Facilitator| State of New Hampshire **October 2018**
New Hampshire of Adult Bureau of Education

Suitcase Stories Storyteller| Manchester, NH **September 2018**

NH 2018 Summer Earn & Learn Publisher| Concord, NH **August to October 2018**
New Hampshire of Adult Bureau of Education
Published StAR EBRI Adapted & CCRS Aligned 8 Week Curriculum

Certified CORE Community Orientation Trainer| Manchester, NH **October 2017 to Present**

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HENRY HARRIS, MSW

Dedicated professional serving youth, families and communities in need through program development and operations, clinical counseling and supervision, K-12 afterschool programming and community partnerships.

PROFESSIONAL EXPERIENCE

INTERNATIONAL INSTITUTE OF NEW ENGLAND, Manchester, NH 2021-Present

Managing Director

Provide site leadership and data-driven/outcome focused program management for one of the largest human services organizations for New Americans in the region, including case management, youth and family services, English for Speakers of Other Languages (ESOL), employment and skills training, and immigration legal services.

- Manage the planning, development, implementation, ongoing modifications and grant compliance of all programs, including policy setting, regular assessments, data collection and reporting
- Monitor and document program effectiveness and outcomes to reflect contractual obligations and ensure responsiveness to client needs in alignment with IINEs mission and goals
- Partner with the Chief Program Officer and Chief Institutional Advancement Office to achieve translation and interpreting revenue targets, as well as develop new programming in the areas of education, employment, skills training, community services, and citizenship that are financially sustainable
- Build and maintain relationships and partnerships with community-based and student-serving organizations
- Manage program and expense allocations across all contracts and grants, ensuring accuracy and accountability
  - Draft annual site budget in concert with the Finance Department, Chief Program Officer and Chief Institutional Advancement Officer
- Recruit, supervise and evaluate staff at the New Hampshire site, including program interns and volunteers
- Provide professional development opportunities that align with staff and program needs, contractual regulations, and emerging trends in the community
- Identify client and program stories that can be highlighted in marketing communications materials
- Maintain relationships with community leaders, funders, employer partners and stakeholders
- Collaborate regularly with IINE Development, Institutional Advancement and Marketing staff

SOUTHERN NEW HAMPSHIRE SERVICES, Manchester, NH 2013-2021

Client Services and Community Outreach Director

Leadership role managing agency programs and coordinating with government officials and local businesses in the areas of health, nutrition, housing, employment assistance and crisis response.

- Oversaw clinical supervision for Mary's House, a subsidized single-room apartment complex for homeless women in need of a safe and supportive living environment
- Managed the summer food program, including site selection, operations, marketing and meal delivery Foster community partnerships, including a $25K donation from Hannaford Charitable Foundation
- Collaborated on submissions, compliance, reporting and evaluation for the Community Services Block Grant program Develop referral networks and support client participants in the YouthBuild vocational education and training program Present regular updates, feedback and recommendations to the executive leadership team and board of directors

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- Created and implemented a crisis helpline referring clients to services during the COVID-19 pandemic, resulting in over 5K inquiries and distribution of over $1M in rent, mortgage and utilities assistance to protect clients from eviction

ANNIE E. CASEY FOUNDATION, Concord, NH 2003-2013

Franklin Resource Center Program Director

Directed the Franklin Celebrates program, providing afterschool and summer programming opportunities for at-risk middle and high school students and their families in Franklin, NH.

- Managed outdoor recreational and academic offerings designed to engage students and foster independence while providing advocacy and support
- Recruited and motivated a staff of teachers, tutors and volunteers
- Led 21st Century Grant curriculum development and managed operations and funding goals
- Engaged difficult-to-reach students via adventure-based activities that also met state physical education requirements Consulted on the Positive Behavioral Interventions and Supports team
- Presented at conferences and collaborated with partner agencies, SAU officials and area healthcare professionals to improve program quality

Casey Family Services Family Support Specialist

Managed a caseload of foster children and families, including clinical assessment, documentation, counseling, in-home therapy, court advocacy, family strengthening programs, rehabilitation and resource referrals.

- Recruited foster families and provided and training and reunification support
- Piloted an aversion program with court-appointed foster children utilizing Trauma Focused Cognitive Behavioral Therapy and anger management techniques
- Counseled clients on Individual Service Options, Home-Based Therapy, Accelerated Unification Model, Play Therapy and 3-5-7 Therapeutic Techniques

THE COUNSELING CENTER OF NASHUA, Nashua, NH 2001 - 2003

Neuropsychological Technician

- Assessed clients of all ages via neuropsychological tests and observations for developmental and cognitive disorders
- Collaborated and shared clinical observations and diagnostic recommendations with reporting and feedback sessions

EDUCATION

Master of Social Work, University of New Hampshire, 2014
Clinical internship at the Payson Center for Cancer, Concord, NH

Bachelor of Arts, Psychology, Rivier College, 2002, Academic Honors

CERTIFICATIONS

NH DHHS Disaster Behavioral Health Response Team (2010-2020)

NAMI Suicide Prevention Trainer (2014)

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Junior Achievement Volunteer Collaborator of the Year (2006)

COMMUNITY LEADERSHIP

Chair of the Board of Directors, The Well School – an independent pre-K through 8th grade day school in Peterborough, NH (2018-Present)

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International Institute of New England

Key Personnel

Exhibit C-13 SFY24: Afghan Refugee Health Promotion

Name	Job Title	Salary Amount Paid from this Contract
Case Specialist, Health	Puspa Joshi	$13,984
Case Specialist	Furaha Nyirarukundo	$13,984

Exhibit C-14 SFY 24: Refugee Health Promotion

Name	Job Title	Salary Amount Paid from this Contract
Case Specialist	Furaha Nyirarukundo	$37,808
Case Specialist, Health	Puspa Joshi	$37,808
Community Services Manager	Kateryna Kelly	$18,722
Senior Program and Contract Manager	Kayla Rossmeissl	$7,626
Managing Director	Henry Harris	$10,503

Exhibit C-15 SFY25: Afghan Refugee Health Promotion

Name	Job Title	Salary Amount Paid from this Contract
Case Specialist, Health	Puspa Joshi	$13,984
Case Specialist	Furaha Nyirarukundo	$13,984

Exhibit C-16 SFY25: Refugee Health Promotion

Name	Job Title	Salary Amount Paid from this Contract
Case Specialist	Furaha Nyirarukundo	37,808
Case Specialist, Health	Puspa Joshi	37,808
Community Services Manager	Kateryna Kelly	$18,722
Senior Program and Contract Manager	Kayla Rossmeissl	7,626
Managing Director	Henry Harris	10,503

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

December 1, 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 existing **Sole Source** contracts with the Contractors listed below to add funding to promote and address the health and well-being of refugees resettled in New Hampshire, by increasing the total price limitation by $103,668 from $495,225 to $598,893, effective upon Governor and Council approval. 100% Federal Funds

The original contracts were approved by Governor and Council on May 6, 2020, item #15, amended on December 18, 2020, item #7, and most recently amended on May 4, 2022, item #7.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	$247,612.50	$51,834	$299,446.50
International Institute of New England, Inc.	177551	Manchester, NH	$247,612.50	$51,834	$299,446.50
		Total:	**$495,225**	**$103,668**	**$598,893**

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.

EXPLANATION

This request is to add funding provided by the Children & Families, Refugee Resettlement Program for the purpose of providing expand services due to continued demand. This request is

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

The purpose of this request is to expand services to the Refugee Health Promotion Program for the Afghan population, an expansion of Office of Refugee Resettlement eligible individuals, by increasing funding to provide services and activities to help Afghan refugees resettled in New Hampshire. These services include but are not limited to case management for clients with complex conditions, expanded health orientation, health and provider education and facilitation of wellness groups. More than 6 million Afghans have been driven out of their homes in country, by conflict, violence and poverty. Tens of thousands of Afghans have been re-settled across the U.S., including New Hampshire. The Refugee Health Promotion Program helps support individuals re-build their lives by providing case management, and helping clients build the knowledge to navigate the healthcare system.

Approximately 520 Office of Refugee Resettlement eligible individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors serve designated ORR-eligible populations resettled in the State for up to five (5) years from the date of arrival. The Contractors provide orientations on the U.S. healthcare system as well as education on identified health conditions. In addition, the Contractors will organize, schedule and coordinate medical and mental health appointments; accompanying clients to medical appointments; providing facilitating transportation to appointments; and ensuring interpreter services are acquired for all appointments, as necessary.

The Department will monitor services by:

- Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR eligible clients have increased knowledge and understanding of:
  - Accessing and navigating the U.S. Health System in order to obtain health insurance;
  - Scheduling and keeping health appointments; and
  - Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.
- A minimum of three (3) Wellness Groups are facilitated each contract year.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements Section 1 Subsection 1.1. of the original agreements, the parties have the option to extend the agreements for up to two (2) additional years, ten (10) months and fifteen (15) days, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, the Department will be unable to provide the Contractors with additional funding to support the Afghan ORR-eligible population. This means individuals with complex health conditions may not receive the needed heath care in a timely and culturally and appropriate manner. In addition, Afghan ORR-eligible populations may not gain the knowledge and skills necessary to navigate the U.S. health care system independently and to manage their health and health conditions.

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Source of Federal Funds: Assistance Listing Number #93.566, FAIN #2022G992210, Children and Families Refugee Settlement.

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

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2021-OHE-01-REFUG (Amendment #3)
FISCAL DETAILS SHEET

05-95-095-950010-72090000 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 Community Services, Inc. **Vendor # 222201-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2022	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2023	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2024	102-500731	Contracts for Program Services	95070005	$4,688.00	$0.00	$4,688.00
		Sub Total		***$117,188.00***	***$0.00***	***$117,188.00***

Funding Source:2

Ascentria Community Services, Inc. **Vendor #222201-B01**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070021	$14,063.00	$0.00	$14,063.00
2023	102-500731	Contracts for Program Services	95070021	$18,750.00	$38,877.00	$57,627.00
2024	102-500731	Contracts for Program Services	95070021	$4,687.00	$12,957.00	$17,644.00
		Sub Total		***$37,500.00***	***$51,834.00***	***$89,334.00***

Funding Source:3

Ascentria Community Services, Inc. **Vendor #222201-B01**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070023	$34,847.00	$0.00	$34,847.00
2023	102-500731	Contracts for Program Services	95070023	$46,463.00	$0.00	$46,463.00
2024	102-500731	Contracts for Program Services	95070023	$11,615.00	$0.00	$11,615.00
		Sub Total		***$92,925.00***	***$0.00***	***$92,925.00***
			Total	**$247,613.00**	**$51,834.00**	**$299,447.00**

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2021-OHE-01-REFUG (Amendment #3)
FISCAL DETAILS SHEET

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: 4
International Institute of New England, Inc. **Vendor # 177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	95070005	$37,296.00	$0.00	$37,296.00
2022	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2023	102-500731	Contracts for Program Services	95070005	$37,500.00	$0.00	$37,500.00
2024	102-500731	Contracts for Program Services	95070005	$4,891.00	$0.00	$4,891.00
		Sub Total		*$117,187.00*	*$0.00*	*$117,187.00*

Funding Source:5
International Institute of New England, Inc. **Vendor #177551-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070021	$14,063.00	$0.00	$14,063.00
2023	102-500731	Contracts for Program Services	95070021	$18,750.00	$38,877.00	$57,627.00
2024	102-500731	Contracts for Program Services	95070021	$4,687.00	$12,957.00	$17,644.00
		Sub Total		*$37,500.00*	*$51,834.00*	*$89,334.00*

Funding Source:6
International Institute of New England, Inc. **Vendor #177551-B01**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070023	$34,847.00	$0.00	$34,847.00
2023	102-500731	Contracts for Program Services	95070023	$46,463.00	$0.00	$46,463.00
2024	102-500731	Contracts for Program Services	95070023	$11,615.00	$0.00	$11,615.00
		Sub Total		*$92,925.00*	*$0.00*	*$92,925.00*
			Total	$247,612.00	$51,834.00	$299,446.00
			Grand Total	$495,225.00	$103,668.00	$598,893.00

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

This Amendment to the Refugee Health Promotion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International Institute of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, Item #15, as amended on December 18, 2020, Item #7, and as amended on May 4, 2022, Item #7, 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, 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, Price Limitation, Block 1.8, to read:

   $299,446.50

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, Section 2, to read:

   2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with approved line item, as specified in Exhibit C-1, Budget through Exhibit C-12, Budget – Amendment #3.

4. Add Exhibit C-11, Budget, Amendment #3, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-12, Budget- Amendment #3, Exhibit C, 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

1/6/2023
Date

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

International Institute of New England, Inc.

12/27/2022
Date

DocuSigned by:
Jeffrey Thielman
Name: Jeffrey Thielman
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

1/9/2023
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:

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New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*International Institute of New England, Inc.*
Budget Request for:	*Refugee Health Promotion*
Budget Period	*SFY 2023 Exhibit C11*
Indirect Cost Rate (if applicable)	26.60%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$15,795
2. Fringe Benefits	$3,633
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	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other - interpretation	$2,000
Other - occupancy	$868
Other - direct medical assistance	$7,530
Other- direct transportation assistance	$3,122
9. Subrecipient Contracts	$0
Total Direct Costs	$32,947
Total Indirect Costs	$5,930
TOTAL	$38,877

Contractor Initials JT

Date Jan. 6, 2023

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DocuSign Envelope ID: F6564481-BFF1-4220-829A-8D2AF44B7412

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*International Institute of New England, Inc.*
Budget Request for:	*Refugee Health Promotion*
Budget Period	*SFY 2024 Exhibit C12*
Indirect Cost Rate (if applicable)	26.60%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$5,265
2. Fringe Benefits	$1,211
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	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other - interpretation	$400
Other - occupancy	$289
Other - direct medical assistance	$2,500
Other- direct transportation assistance	$1,386
9. Subrecipient Contracts	$0
Total Direct Costs	$11,051
Total Indirect Costs	$1,906
TOTAL	$12,957

Contractor Initials JT

Date Jan. 6, 2023

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

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

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

April 1, 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 existing agreements with the Contractors listed below to build capacity within communities to address mental health needs including but not limited to overcoming stigmas associated with mental health care, and creating opportunities for social engagement to reduce isolation, by increasing the total price limitation by $260,850 from $234,375 to $495,225 with no change to the contract completion dates of September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on May 6, 2020, item #15, and most recently amended on December 18, 2020, item #7.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	$117,187.50	$130,425.00	$247,612.50
International Institute of New England, Inc.	177551	Manchester, NH	$117,187.50	$130,425.00	$247,612.50
		Total:	$234,375.00	$260,850.00	$495,225.00

Funds are available in the following accounts 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is for each Contractor to hire and implement a mental health case manager position, who will be responsible for providing mental health case management, a mental health orientation, mental health education and the added service of facilitating wellness

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groups and providing home visits as part of implementing the Family Strengthening Intervention for Refugees.

Currently, each Contractor has one (1) health case manager who is responsible for both physical and mental health case management services, orientation and education. With the additional mental health case manager, the existing and new services will further build capacity within communities to address mental health needs, including but not limited to helping overcome stigmas associated with mental health care, and creating opportunities for social engagement to reduce isolation.

Approximately 500 Office of Refugee Resettlement (ORR) eligible individuals will be served through September 30, 2023.

The Contractors serve designated ORR-eligible populations resettled in the State for up to five (5) years from the date of arrival. The Contractors provide orientations on the U.S. healthcare system as well as education on identified health conditions. In addition, the Contractors will organize wellness groups for ORR-eligible clients to prevent isolation, conduct home visits as well as provide health and mental health case management services to ensure ORR-eligible clients obtain the necessary follow-up health and mental health services beyond the initial medical examination in a manner that is timely, and culturally and linguistically appropriate.

The current and new services will continue to reduce barriers to achieving wellness within ORR-eligible populations, as well as impart the knowledge and skills necessary to navigate the U.S. health care system independently and to manage health and health conditions.

The Department will continue monitoring existing and new services to ensure:

- 100% of new ORR-eligible arrivals receive health-related orientations including mental health orientations, and/or workshops/trainings throughout the contract period, with priority given to those who have been in the U.S. for two (2) years or less;
- 100% of ORR-eligible clients who require care beyond the initial medical examination receive case management services, including mental health case management services;
- Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:
  - Accessing and navigating the U.S. Health System in order to obtain health insurance;
  - Scheduling and keeping health appointments; and
  - Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.
- A minimum of three (3) Wellness Groups are facilitated each contract year;
- A minimum of five (5) families are enrolled in and receive the Family Strengthening Intervention for Refugees each contract year;

Should the Governor and Executive Council not authorize this request, ORR-eligible populations with complex health conditions may not receive the needed mental health care in a timely, and culturally and linguistically appropriate, manner. In addition, ORR-eligible populations

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may not gain the knowledge and skills necessary to navigate the U.S. health care system independently and to manage their health and health conditions.

Sources of Federal Funds: Assistance Listing Number (formerly CFDA#) 93.566, FAINs Refugee 22G99RSF2 and Afghan 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:
Ann H. Landry
24BAB37ED8EB468...

Lori A. Shibinette
Commissioner

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Refugee Health Promotion Program
SS-2021-OHE-01-REFUG (Amendment #2)
Fiscal Detail Sheet

Ascentria Community Services, Inc., VC# 222201-B001

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Services	95070005	$37,499.50	$0	$37,499.50
2022	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2023	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2024	102-500731	Contracts for Program Services	95070005	$4,688	$0	$4,688
			Subtotals	*$117,187.50*	*$0*	*$117,187.50*

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070021	$0	$14,063	$14,063
2023	102-500731	Contracts for Program Services	95070021	$0	$18,750	$18,750
2024	102-500731	Contracts for Program Services	95070021	$0	$4,687	$4,687
			Subtotals	*$0*	*$37,500*	*$37,500*

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Refugee Health Promotion Program
SS-2021-OHE-01-REFUG (Amendment #2)
Fiscal Detail Sheet

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070023	$0	$34,847	$34,847
2023	102-500731	Contracts for Program Services	95070023	$0	$46,463	$46,463
2024	102-500731	Contracts for Program Services	95070023	$0	$11,615	$11,615
			Subtotals	*$0*	*$92,925*	*$92,925*
			TOTALS	$117,187.50	$130,425	$247,612.50

International Institute of New England, Inc., VC# 177551-B001

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Services	95070005	$37,296.50	$0	$37,296.50
2022	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2023	102-500731	Contracts for Program Services	95070005	$37,500	$0	$37,500
2024	102-500731	Contracts for Program Services	95070005	$4,891	$0	$4,891
			Subtotals	*$117,187.50*	*$0*	*$117,187.50*

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Refugee Health Promotion Program
SS-2021-OHE-01-REFUG (Amendment #2)
Fiscal Detail Sheet

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070021	$0	$6,250	$6,250
2023	102-500731	Contracts for Program Services	95070021	$0	$25,000	25,000
2024	102-500731	Contracts for Program Services	95070021	$0	$6,250	$6,250
			Subtotals	*$0*	*$37,500*	*$37,500*

05-95-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070023	$0	$15,523	$15,523
2023	102-500731	Contracts for Program Services	95070023	$0	$61,922	$61,922
2024	102-500731	Contracts for Program Services	95070023	$0	$15,480	$15,480
			Subtotals	*$0*	*$92,925*	*$92,925*
			TOTALS	**$117,187.50**	**$130,425**	**$247,612.50**
			GRAND TOTALS	**$234,375.00**	**$260,850.00**	**$495,225.00**

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

This Amendment to the New Hampshire Refugee Health Promotion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International Institute of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, (Item #15), as amended on December 18, 2020, (Item #7), 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, 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 increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $247,612.50

2. Modify Exhibit B, Scope of Services by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

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

   1. This Agreement is funded with 100% federal funds from Administration for Children & Families, as awarded on October 25, 2021 and December 29, 2021, by the Administration for Children & Families; CFDA# 93.566.

4. Modify Exhibit C, Payment Terms, Section 2, to read:

   2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-10, Budget – Amendment #2.

5. Add Exhibit C-5, Budget – Amendment #2, Exhibit C-6, Budget – Amendment #2, Exhibit C-7, Budget – Amendment #2, Exhibit C-8, Budget – Amendment #2, Exhibit C-9, Budget – Amendment #2 and Exhibit C-10, Budget – Amendment #2, which are 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

4/14/2022
Date

DocuSigned by:
Ann H. Landry
24BA037ED0E0488...

Name: Ann H. Landry
Title: Associate Commissioner

International Institute of New England, Inc.

4/14/2022
Date

DocuSigned by:
Jeffrey Thielman
FC9547C0F978478...

Name: Jeffrey Thielman
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
74873484941460...

4/15/2022

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:

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services and activities that promote the health and wellness of designated Office of Refugee Resettlement (ORR)-eligible populations by:

1.1.1. Providing opportunities to increase health literacy;

1.1.2. Coordinating physical health and mental health care;

1.1.3. Building capacity within communities to address mental health needs including but not limited to help overcoming stigmas associated with mental health care; and

1.1.4. Creating opportunities for social engagement to reduce isolation, including but not limited to organizing wellness groups.

1.2. The Contractor shall provide services, statewide, to ORR-eligible populations to increase access to health care and reduce gaps in services, with an emphasis on the geographic areas of Concord, Manchester and Nashua. Services must include, but are not limited to:

1.2.1. Physical and mental health case management.

1.2.2. Health orientations.

1.2.3. Health education.

1.2.4. Home visiting.

1.2.5. Targeted wellness groups.

1.2.6. Health provider education.

1.3. The Contractor shall ensure all required services in 1.2 are:

1.3.1. Client-centered;

1.3.2. Trauma-informed;

1.3.3. Strengths-based; and

1.3.4. Culturally and Linguistically Appropriate (CLAS).

1.4. The Contractor shall provide physical health and mental health case management services to ORR-eligible clients who require care beyond the initial health examination, which includes, but is not limited to:

1.4.1. Scheduling and coordinating health, including mental health, appointments.

1.4.2. Accompanying clients to health appointments.

1.4.3. Providing and/or facilitating the provision of transportation to and from health appointments.

1.4.4. Ensuring appropriate interpreter services are available to clients during health appointments with providers, as needed.

1.4.5. Assisting ORR-eligible populations to obtain appropriate health insurance.

1.5. The Contractor shall provide uniform, continuous and timely transition of case management services from the initial refugee health examination and/or on day ninety-one (91) of resettlement, whichever is sooner, including all needed follow-up care, to ensure no gaps in services and continuity of care.

1.6. The Contractor shall schedule an initial dental examination for all ORR-eligible children 0-18 years of age within six (6) months of arrival.

1.7. The Contractor shall conduct health orientations that shall include, but are not limited to, the following topics:

1.7.1. Navigating the U.S. health care system.

1.7.2. Health insurance, including Refugee Medical Assistance.

1.7.3. Privacy and consent laws.

1.7.4. The right to language assistance in health care settings and the role of interpreters.

1.7.5. Transportation options for medical appointments including, but not limited to:

1.7.5.1. Public transportation training.

1.7.5.2. Arranging Medicaid transportation.

1.7.6. Understanding the different types of health care providers including, but not limited to:

1.7.6.1. Primary care providers.

1.7.6.2. Specialists.

1.7.6.3. Pharmacists.

1.7.7. Understanding the different types of health care and when, where and how to access each type including, but not limited to:

1.7.7.1. Preventive.

1.7.7.2. Urgent.

1.7.7.3. Emergency.

1.7.8. Understanding the availability of mental/behavioral health services, including but not limited to treatment for substance use disorders, and when, where and how to access services.

1.7.9. Scheduling, keeping and cancelling appointments.

1.7.10. What to bring to appointments.

1.7.11. Medication, including but not limited to:

1.7.11.1. The difference between prescribed medication and over-the-counter (OTT) medication.

1.7.11.2. Refills.

1.7.11.3. Dosage instructions.

1.7.11.4. Side effects.

1.8. The Contractor shall provide appropriate interpreter services and translated materials at all health orientations.

1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new ORR-eligible populations, and modify the curriculum as needed, with approval from the Department.

1.10. The Contractor shall maintain documentation of individual ORR-eligible clients who have received health orientation services, including but not limited to:

1.10.1. The individual clients who participated in a health orientation;

1.10.2. The topic(s) of orientation completed by each participant;

1.11. The Contractor shall conduct both group, defined as a minimum of two (2) participants, and individual health orientations, including a minimum of one (1) home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.

1.12. The Contractor shall provide solely, or in collaboration with other organizations, health education to ORR-eligible populations. The Contractor shall:

1.12.1. Identify topics of concern in each of the various ORR-eligible populations and prioritize topics that are most urgent or relevant on an ongoing basis.

1.12.2. Invite and arrange for outside organizations to provide individual and/or group health education sessions on topics within their area(s) of expertise; which may include the topics identified in Subsection 1.12.6. below;

1.12.3. Schedule presenters;

1.12.4. Ensure the provision of interpreter services;

1.12.5. Notify clients of class schedules;

1.12.6. Ensure health education sessions include topics relevant to ORR-eligible populations that may include, but are not limited to:

1.12.6.1. Health insurance terms, coverage requirements and options, and the enrollment process.

1.12.6.2. Disabilities including, but not limited to, autism.

1.12.6.3. Women's health including, but not limited to, domestic violence and reproductive health.

1.12.6.4. Men's health.

1.12.6.5. Emotional Wellness.

1.12.6.6. Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) health.

1.12.6.7. Oral health and hygiene.

1.12.6.8. Vision health.

1.12.6.9. Nutrition and benefits of exercise.

1.12.6.10. Human Immunodeficiency Virus (HIV).

1.12.6.11. Tuberculosis risk reduction.

1.12.6.12. Fire safety.

1.13. The Contractor shall distribute satisfaction surveys at health education sessions in order to survey clients on:

1.13.1. The usefulness of the information provided;

1.13.2. Presentation style; and

1.13.3. Other relevant information.

1.14. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.

1.15. The Contractor shall facilitate the provision of non-clinical interventions including but not limited to wellness groups to:

1.15.1. Promote refugee wellness;

1.15.2. Reduce isolation; and

1.15.3. Prevent suicide.

1.16. The Contractor shall facilitate a minimum of three (3) wellness groups each Contract year, utilizing an evidence-based curriculum that may include, but is not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

1.17. The Contractor shall implement the Family Strengthening Intervention for Refugees, a home visiting family-based preventive intervention, to a minimum of five (5) families each Contract year.

1.18. The Contractor shall support and/or assist with ORR-eligible population periodic emotional distress screenings using evidence-based tools that may include, but are not limited to, the Refugee Health Screener 15 (RHS-15), and communicate results and make referrals to health care providers as needed.

1.19. The Contractor shall maintain relationships with health care providers, including mental health providers, within the refugee resettlement network; and develop and foster relationships with a minimum of four (4) health care/mental health care providers who are not in the refugee resettlement network through:

1.19.1. Outreach;

1.19.2. Education; and

1.19.3. Meetings.

1.20. The Contractor shall ensure relationships with health care providers/mental health providers within, and not within, the refugee resettlement network focus on, but are not limited to:

1.20.1. Health needs and culture of ORR-eligible populations.

1.20.2. Barriers to care that may include, but are not limited to:

1.20.2.1. Language.

1.20.2.2. Cultural factors.

1.20.2.3. Transportation issues.

1.20.3. Adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.

1.20.4. National Standards for CLAS in health and healthcare.

1.21. The Contractor shall provide education and training to ORR-eligible populations on the availability of health insurance through employers, the Marketplace, expanded Medicaid and/or other financial assistance options at various stages of resettlement, which will include, but is not limited to:

1.21.1. Assistance accessing and navigating the various health insurance options available;

1.21.2. Assisting with health insurance enrollment applications; and/or

1.21.3. Making referrals to organizations for assistance with health insurance applications.

1.22. The Contractor shall provide planning and evaluation assistance to the Department including, but not limited to:

1.22.1. Developing and collecting satisfaction surveys distributed at orientations, health sessions and trainings.

1.22.2. Tracking data, including:

1.22.2.1. Number of referrals made;

1.22.2.2. Number of training sessions and participants;

1.22.2.3. Number of consultations or point of contact with providers; and

1.22.2.4. Number of meetings and training sessions.

1.22.3. Collecting feedback from health service providers to evaluate the success of case management coordination, and implementing adjustments as necessary.

1.22.4. Collecting internal feedback from staff, particularly case managers and other case management specialists to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.

1.23. The Contractor shall communicate the results from ORR-eligible clients' health examinations conducted by a third party to medical providers as needed.

1.24. The Contractor shall facilitate referrals to behavioral health providers as needed.

1.25. The Contractor shall participate in virtual or in-person meetings with the Department upon request.

1.26. 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.

1.27. Staffing and Training

1.27.1. The Contractor shall ensure the following staff positions to carry out the services as specified in this Scope of Services:

1.27.1.1. Two (2) Case Managers:

1.27.1.1.1. One (1) Case Manager who shall provide physical health case management services; and

1.27.1.1.2. One (1) Case Manager who shall provide mental health case management services to ORR-eligible populations with complex health conditions.

1.27.1.2. One (1) Administrator. Responsibilities include, but are not limited to:

1.27.1.2.1. Oversight and supervision of the two (2) Case Managers including performing all supervisory duties; and

1.27.1.2.2. Oversight of the reporting process and ensuring all required reporting is complete and submitted to the Department timely in accordance with Section 2. Reporting Requirements.

1.28. The Contractor shall ensure staff participate in trainings on the following subject matters:

1.28.1. Understanding health insurance coverage and enrollment requirements on the state and federal levels in order to assist ORR-eligible populations obtain appropriate health insurance;

1.28.2. Implementing the Family Strengthening Intervention for Refugees as specified in Subsection 1.17; and

1.28.3. Professional development training that may include, but is not limited to, the National Alliance on Mental Illness Mental Health First Aide training, to inform practices.

2. Reporting Requirements

2.1. The Contractor shall submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than fifteen (15) days after the end of each reporting period, and upon request by the Department. Semi-annual reports must include, but are not limited to:

2.1.1. Number of new arrivals by:

2.1.1.1. Gender;

2.1.1.2. Age;

2.1.1.3. Country of origin; and

2.1.1.4. Immigration status.

2.1.2. Number of clients receiving tuberculosis screening within the following time frames:

2.1.2.1. Thirty (30) days of arrival;

2.1.2.2. Thirty (30) to ninety (90) days of arrival; and

2.1.2.3. Ninety (90) days or more.

2.1.3. Number receiving initial health exam within the following time frames:

2.1.3.1. Thirty (30) days of arrival;

2.1.3.2. Thirty (30) to ninety (90) days of arrival; and

2.1.3.3. Ninety (90) days of arrival or more.

2.1.4. Number of children six (6) months to sixteen (16) years of age who have been screened for lead.

2.1.5. Number of children two (2) to eighteen (18) years of age scheduled for first dental examination within six (6) months of arrival.

2.1.6. Number of clients referred to the following:

2.1.6.1. Primary care provider;

2.1.6.2. Dental care provider;

2.1.6.3. Emergency room;

2.1.6.4. Mental health provider;

2.1.6.5. Infectious disease specialist;

2.1.6.6. Vision care provider;

2.1.6.7. Hearing care provider;

2.1.6.8. HIV services;

2.1.6.9. Tuberculosis follow-up services;

2.1.6.10. Pre-natal care provider;

2.1.6.11. Other specialists as well as the other conditions identified by the State Refugee Health Coordinator.

2.1.7. Demographic data for ORR-eligible clients served, including:

2.1.7.1. Gender;

2.1.7.2. Age;

2.1.7.3. Primary language; and

2.1.7.4. Country of origin.

2.1.8. Number of clients receiving health case management services.

2.1.9. Number of clients receiving mental health case management services.

2.1.10. Number of clients participating in a wellness groups.

2.1.11. Number of clients receiving initial health orientation and topic(s) covered.

2.1.12. Number of clients receiving health education and topic(s) covered.

2.1.13. Number of families participating in Family Strengthening Intervention for Refugees, including:

2.1.13.1. Number of home visits completed;

2.1.13.2. The topics covered during each home visit; and

2.1.13.3. Number or percentage of new ORR-eligible clients receiving a health home visit.

2.1.14. Number of health providers receiving training.

2.1.15. Number of health case manager trainings and topic(s).

2.1.16. Number of ORR-eligible clients educated and/or referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.

2.2. The Contractor shall identify and submit the primary health related issues of concern in each of the ORR-eligible client communities to the Department. Primary health related issues may include, but are not limited to:

2.2.1. Diabetes.

2.2.2. Hypertension.

2.2.3. Mental health.

2.2.4. Oral health concerns.

2.3. The Contractor shall submit a final program report to the Department no later than fifteen (15) calendar days prior to the contract completion date.

2.4. The Contractor may be requested to provide additional key data and metrics to the Department on an as needed basis.

3. Performance Measures

3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:

3.1.1. 100% of new ORR-eligible arrivals receive health-related orientations and/or workshops/trainings throughout the contract period, with priority given to those who have been in the United States for two (2) years or less;

3.1.2. 100% of ORR-eligible clients who require care beyond the initial medical examination receive case management services, including mental health case management services, in accordance with Subsection 1.4;

3.1.3. 100% of adult ORR-eligible clients receive assistance accessing affordable health insurance upon arrival;

3.1.4. 100% of adult ORR-eligible clients are educated on the need to obtain appropriate health insurance when transitioning off of Refugee Medical Assistance;

3.1.5. All written materials and resources produced are translated;

3.1.6. Interpreter services are coordinated consistently and regularly throughout the contract period;

3.1.7. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:

3.1.7.1. Accessing and navigating the US Health System in order to obtain health insurance;

3.1.7.2. Scheduling and keeping health appointments; and

3.1.7.3. Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.

3.1.8. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible adult clients gained knowledge on a minimum of one (1) health topic.

3.1.9. A minimum of three (3) Wellness Groups are facilitated each contract year;

3.1.10. A minimum of five (5) families are enrolled in and receive the Family Strengthening Intervention for Refugees each contract year;

3.1.11. A minimum of four (4) new relationships are established with providers outside of the refugee resettlement network each contract year.

3.1.12. A minimum of four (4) meetings with providers within the refugee resettlement network are conducted each contract year.

3.2. The Contractor shall develop and submit a corrective action plan for any performance measure(s) not on target to be achieved annually, in accordance with Subsection 3.1, to the Department on a quarterly basis until such time all measures are achievable annually, that must include:

3.2.1. The barrier(s) to achieving the measure(s) annually; and

3.2.2. A detailed plan to achieve the measure(s) annually that must include, but is not limited to, a timeline.

Additional Terms

3.3. Impacts Resulting from Court Orders or Legislative Changes

3.3.1. 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.

3.4. Culturally and Linguistically Appropriate Services (CLAS)

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

3.5. Credits and Copyright Ownership

3.5.1. 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."

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

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

3.5.3.1. Brochures.

3.5.3.2. Resource directories.

3.5.3.3. Protocols or guidelines.

3.5.3.4. Posters.

3.5.3.5. Reports.

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

3.6. Operation of Facilities: Compliance with Laws and Regulations

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

3.7. Eligibility Determinations

3.7.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.7.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.7.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.7.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.2. 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.

5. Termination Report/Transition Plan

5.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

5.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

5.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

5.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

6. Exhibits Incorporated

6.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.

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

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

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Exhibit C-5, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: Refugee Health Promotion Program - Afghan (New or RFP)

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
Total Salary/Wages	$ 1,141.00	$ -	$ 1,141.00	$ -	$ -	$ -	$ 1,141.00	$ -	$ 1,141.00
Employee Benefits	$ 1,141.75	$ -	$ 1,141.75	$ -	$ -	$ -	$ 1,141.75	$ -	$ 1,141.75
Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (specify above if more than 5%)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct									
Total	$ 2,282.75	$ -	$ 2,282.75	$ -	$ -	$ -	$ 2,282.75	$ -	$ 2,282.75

Indirect As A Percent of Direct: 0.0%

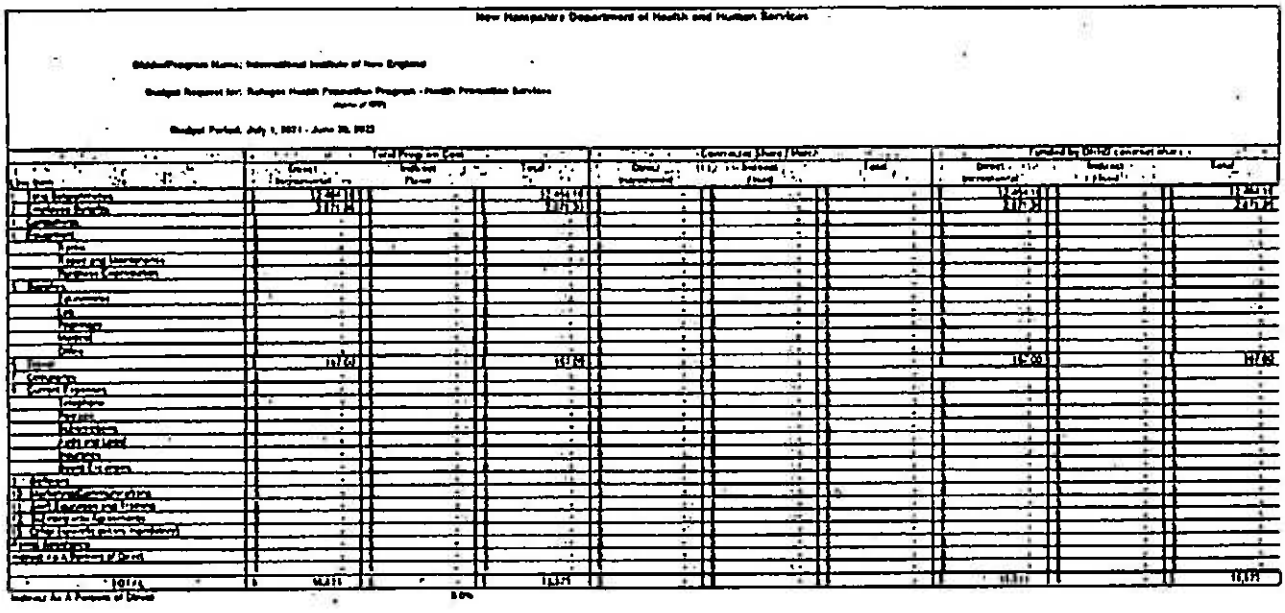
Contractor Initials: JT 05

Date: 4/14/2022

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Exhibit C-6, Budget - Amendment #2



New Hampshire Department of Health and Human Services

Budget Request for: Refugee Health Prevention Program - Health Promotion Services

Budget Period: July 1, 2021 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	12,941.18	-	12,941.18	-	-	-	12,941.18	-	12,941.18
2. Employee Benefits	3,870.34	-	3,870.34	-	-	-	3,870.34	-	3,870.34
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	167.50	-	167.50	-	-	-	167.50	-	167.50
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Total Direct Costs	-	-	-	-	-	-	-	-	-
Indirect As A Percent of Direct	-	-	-	-	-	-	-	-	-
TOTAL	$ 16,979.02	$ -	16,979	-	-	-	16,979	-	16,979
Indirect As A Percent of Direct		0.0%							

Exhibit C-6, Budget - Amendment #2
International Institute of New England
SS-2021-IOHE-01-REFUG-03-A02
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Contractor Initials JT

Date 4/14/2022

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Exhibit C-7, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: Refugee Health Promotion Program - Afghan

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$33,000		$33,000				$33,000		$33,000
2. Employee Benefits	4,125		4,125				4,125		4,125
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
Internal Expenses									
Indirect As A Percent of Direct									
TOTAL	$33,000		$33,000				$33,000		$33,000

Indirect As A Percent of Direct: 0%

Exhibit C-7, Budget - Amendment #2
International Institute of New England
05-95-92-920510-7945-102-500731
Page 1 of 1

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Contractor Initials

4/14/2022

Date

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Exhibit C-8, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: Refugee Health Promotion Program - Health Promotion Services
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$73,576		$73,576				$73,576		$73,576
2. Employee Benefits	$11,451		$11,451				$11,451		$11,451
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	$500		$500				$500		$500
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
Event Registration									
Indirect As A Percent of Direct									
TOTAL	$85,527	$ -	$85,527				$85,527		$85,527
Indirect As A Percent of Direct	0.0%								

Exhibit C-8, Budget - Amendment #2
International Institute of New England
SS-2021-DHHS-01-REFUG-02-A02
Page 1 of 1

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4/14/2022
Date

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Exhibit C-8, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: Refugee Health Promotion Program - Afghan

Budget Period: July 1, 2021 -September 30, 2022

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 1,141.75	$ -	$ 1,141.75	$ -	$ -	$ -	$ 1,141.75	$ -	$ 1,141.75
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Direct Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct									
TOTAL	$ 1,141.75	$ -	$ 1,141.75	$ -	$ -	$ -	$ 1,141.75	$ -	$ 1,141.75

Indirect As A Percent of Direct: 0.0%

Contractor Initials: JT

Date: 4/14/2022

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Exhibit C-19, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: Refugee Health Promotion Program - Health Promotion Services
(Name of RFP)

Budget Period: July 1, 2021 - September 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	[illegible]		[illegible]				[illegible]		[illegible]
2. Employee Benefits	[illegible]		[illegible]				[illegible]		[illegible]
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	150.00		150.00				150.00		150.00
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
Grant Expenses									
Indirect As A Percent of Direct									
TOTAL	[illegible]		[illegible]				[illegible]		[illegible]

Indirect As A Percent of Direct: [illegible]%

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

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

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

November 3, 2020

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

REQUESTED ACTION

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	$112,500	$4,687.50	$117,187.50
International Institute of New England, Inc.	177551	Manchester, NH	$112,500	$4,687.50	$117,187.50
		Total:	$226,000	$9,376	$234,375

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

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

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State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	42200012	$65,421	$9,375	$74,796
2022	102-500731	Contracts for Prog Svc	42200012	$75,000	$0	$75,000
2023	102-500731	Contracts for Prog Svc	42200012	$75,000	$0	$75,000
2024	102-500731	Contracts for Prog Svc	42200012	$9,579	$0	$9,579
			Total	$226,000	$9,375	$234,375

EXPLANATION

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc. Vendor #222201

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

International Institute of New England, Inc. Vendor #177551

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42200012	$ 32,609.00	$ 4,687.50	37,296.50
2022	102/500731	Contracts for Program Services	42200012	$ 37,500.00	$ -	37,500.00
2023	102/500731	Contracts for Program Services	42200012	$ 37,500.00	$ -	37,500.00
2024	102/500731	Contracts for Program Services	42200012	$ 4,691.00	$ -	4,691.00
		Sub Total	42200012	$ 112,500.00	$ 4,687.50	117,187.50

Overall Total	$ 225,000.00	$ 9,375.00	$ 234,375.00

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $117,187.50.

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

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DocuSign Envelope ID: B1853805-9418-4EE6-9743-4D9DAFD75063

DocuSign Envelope ID: 89OF0B8C-AB15-4533-9302-728EE2D34080

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

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

State of New Hampshire
Department of Health and Human Services

11/19/2020
Date

Docu Signed by:
Ann H. N. Landry
Name: Ann H. N. Landry
Title: Associate Commissioner

International Institute of New England, Inc.

11/9/2020
Date

Docu Signed by:
Jeffrey Thielman
Name: Jeffrey Thielman
Title: President & CEO

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

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

OFFICE OF THE ATTORNEY GENERAL

11/25/2020
Date

DocuSigned by:
[signature]
05CA97C7E32C4AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

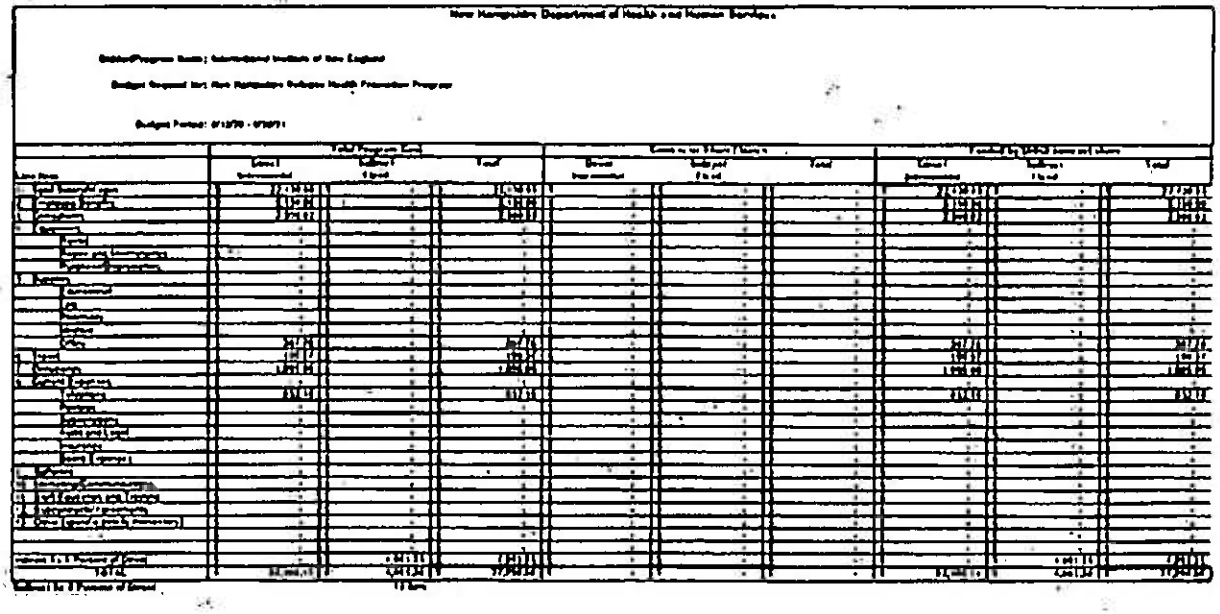
Date

Name:
Title:

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

Lori A. Shibinette
Commissioner

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

March 20, 2020

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

REQUESTED ACTION

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

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

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

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

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

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EXPLANATION

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

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

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

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

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

Refugee Health Promotion services provided by the Contractors will

(1) Promote the health literacy of refugees to enable them to access and navigate the U.S. Health Care System independently;

(2) Ensure refugees obtain all needed medical and mental health services in a timely and culturally appropriate manner;

(3) Increase refugee access to affordable health care over the long term; and

(4) Assist refugees become self-sufficient and decrease the need for public assistance.

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc. Vendor #222201

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

International Institute of New England, Inc. Vendor #177551

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

Overall Total	$ 225,000.00

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FORM NUMBER P-37 (version 12/11/2019)

Subject: New Hampshire Refugee Health Promotion Program (SS-2021-OHE-01-REFUG-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston Street 3rd Floor Boston, MA, 02116	
1.5 Contractor Phone Number (617) 695-9990	1.6 Account Number 05-095-042-7922000-42200012	1.7 Completion Date August 14, 2023	1.8 Price Limitation 112,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 3/19/20		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President and CEO	
1.13 State Agency Signature Date: 3/25/2020		1.14 Name and Title of State Agency Signatory Ann Landry, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 4/2/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Date 3/19/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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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.

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Date 3/19/20

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REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on August 15, 2020.

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

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services and activities that promote the health and wellbeing of designated eligible refugees. Services shall include, but are not limited to, medical and mental health case management, health orientations, health education, and health provider education. Services will ensure that refugees: (1) obtain needed health (including mental health) care beyond the initial health screening; and (2) gain the basic knowledge and skills they need to navigate the U.S. health care system and to manage their own health and health care independently. Services will help to increase refugee access to health care and to reduce gaps in services.

1.2. The Contractor shall ensure services are delivered statewide with a focus on the geographic areas of Concord, Manchester, and Nashua.

1.3. The Contractor shall designate a case manager to provide health (including mental health) case management services to ensure refugees with complex health conditions obtain needed health care beyond the initial health exam, including appropriate health insurance.

1.4. The Contractor shall ensure case management services include, but are not limited to:

1.4.1. Scheduling and coordinating medical and mental health appointments;

1.4.2. Accompanying clients to medical appointments;

1.4.3. Providing and facilitating the provision of transportation to and from the appointments;

1.4.4. Ensuring appropriate interpreter services are available as necessary during appointments; and

1.4.5. Assisting refugees with obtaining appropriate health insurance.

1.5. The Contractor shall ensure a uniform, continuous and timely transition of case management services from the initial refugee health examination to all needed follow-up care beginning after the completion of the initial refugee health examination and/or on day ninety one (91) of resettlement (whichever is sooner), to ensure there are no gaps in services and continuity of care.

1.6. The Contractor shall schedule an initial dental appointment for all refugee children (age 0-18) within six (6) months of arrival.

1.7. The Contractor shall conduct culturally and linguistically sensitive health orientations which shall include, but not be limited to the following topics:

1.7.1. Navigating the U.S. health care system.

1.7.2. Health insurance, including Refugee Medical Assistance.

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1.7.3. Privacy and consent laws.

1.7.4. The right to language assistance in health care settings and the role of interpreters.

1.7.5. Transportation options for medical appointments, including but not limited to:

1.7.5.1. Public transportation training; and

1.7.5.2. Arranging Medicaid transportation.

1.7.6. Understanding types of health care providers including but not limited to:

1.7.6.1. Primary care providers;

1.7.6.2. Specialists; and

1.7.6.3. Pharmacists.

1.7.7. Understanding types of health care (e.g., preventive, urgent, emergency), and when, where and how to access each type.

1.7.8. Understanding availability of and when, where and how to access mental/behavioral health services, including treatment for substance use disorders.

1.7.9. Scheduling, keeping and cancelling appointments.

1.7.10. What to bring to appointments.

1.7.11. Medication, including but not limited to:

1.7.11.1. The difference between prescriptions and over-the-counter medication;

1.7.11.2. Refills;

1.7.11.3. Dosage instructions; and

1.7.11.4. Side effects.

1.8. The Contractor shall provide appropriate interpreter services and translated materials for the health orientations.

1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new refugee populations, with approval from the State Refugee Program.

1.10. The Contractor shall maintain documentation of individual refugees who have received health orientation services, including but not limited to the following:

1.10.1. The individual clients participating in the health orientation;

1.10.2. The topic(s) of orientation completed by each participant;

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1.11. The contractor shall conduct both group (defined as a minimum of two (2) participants) and individual health orientations, including at least one home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.

1.12. The Contractor shall provide, solely or in collaboration with other organizations, at least six (6) group health education classes. The contractor shall:

1.12.1. Identify topics of concern in each of the various refugee populations and prioritize the topics that are most urgent or relevant on an ongoing basis.

1.12.2. Invite and arrange for outside organizations to provide health education classes on the identified topics that are within their expertise;

1.12.3. Schedule the presenters;

1.12.4. Ensure the provision of interpreter services;

1.12.5. Notify clients of class schedules;

1.12.6. Health education session topics may include, but are not limited to:

1.12.6.1. Health insurance terms, coverage requirements, options and the enrollment process.

1.12.6.2. Disabilities, including but not limited to autism.

1.12.6.3. Women's health, including but not limited to domestic violence and reproductive health;

1.12.6.4. Men's health;

1.12.6.5. Emotional Wellness;

1.12.6.6. Lesbian, Gay, Bisexual, and Transgender (LGBT) health;

1.12.6.7. Oral health and hygiene;

1.12.6.8. Vision health;

1.12.6.9. Nutrition and benefits of exercise;

1.12.6.10. Human Immunodeficiency Virus (HIV);

1.12.6.11. Tuberculosis risk reduction;

1.12.6.12. Fire safety;

1.12.7. The Contractor shall provide health education in a culturally and linguistically appropriate manner.

1.12.8. The Contractor shall distribute satisfaction surveys at health education sessions, to survey clients on the usefulness of the information, presentation style, and other relevant information.

1.13. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.

1.14. The Contractor shall support the provision of nonclinical interventions, such as adjustment support groups, to promote refugee wellness and prevent suicide.

1.15. The Contractor shall participate in National Alliance on Mental Illness Mental Health First Aide trainings and/or other similar professional development opportunities, to inform practices.

1.16. The Contractor shall support and/or assist with periodic screening of refugees for emotional distress using the Refugee Health Screener 15 (RHS-15), communicate results, and make referrals to health care providers as needed.

1.17. The Contractor shall maintain relationships with the health (including mental health) providers within the refugee resettlement network through outreach, education and meetings. Areas of focus shall include but are not limited to:

1.17.1. Refugee health needs and culture.

1.17.2. Barriers to care that may include but are not limited to language, cultural factors, and transportation issues.

1.17.3. Continued adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.

1.17.4. National Standards for CLAS in health and healthcare.

1.18. The Contractor shall develop and foster relationships with a minimum of four (4) health care (including mental health) providers who are not in the refugee resettlement network through outreach, meetings and education. Areas of focus shall include, but not be limited to the following:

1.18.1. Refugee health needs and culture.

1.18.2. Barriers to care that include, but are not limited to language and culture barriers, and transportation issues.

1.18.3. CDC Refugee Health Guidelines for the initial domestic medical examination.

1.18.4. National Standards for CLAS in health and healthcare.

1.19. The Contractor shall provide education and training to refugees at various stages of resettlement about the availability of health insurance through the Marketplace and alternative sources.

1.20. The Contractor shall provide assistance with accessing, navigating and enrolling in health insurance options through the Marketplace, expanded Medicaid or other financial assistance options including but not limited to facilitating applications.

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1.21. The Contractor shall provide planning and evaluation for Refugee Health Promotion Program (RHPP), including but not limited to the following:

1.21.1. Develop and collect linguistically appropriate surveys/questionnaires that are built into health sessions and trainings.

1.21.2. Track the following:

1.21.2.1. Number of referrals made;

1.21.2.2. Number of training sessions and participants;

1.21.2.3. Number of consultations or point of contact with providers; and

1.21.2.4. Number of meetings and training sessions.

1.21.3. Feedback with health service providers to learn how the coordination is working and make adjustments as necessary.

1.21.4. Internal feedback with staff, particularly case managers (and other case management specialists) to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.

1.22. The Contractor shall communicate any health screening results received, which may be conducted by the Contractor or by a third party, concerning a client, to medical providers as needed.

1.23. The Contractor shall facilitate referrals to behavioral health providers, as needed.

1.24. The Contractor shall maintain documentation of the following:

1.24.1. Overall number of refugees resettled in the reporting period.

1.24.2. Number of initial domestic health examinations completed within thirty (30), sixty (60) and ninety (90) days of arrival.

1.24.3. Number of refugees receiving health and/or mental health case management services to address complex health conditions beyond the initial domestic health examination.

1.24.4. The demographics of the refugees served, including gender, age, primary language; and country fled.

1.24.5. Number of refugees referred for follow-up services related to Dental Issues, Emergency Issues (ER), Tuberculosis, HIV, Mental Health, Infectious Disease, Physical Therapy, Prenatal Care, Hearing Issues, Vision Issues, and other conditions identified by the NH State Refugee Health Coordinator.

1.24.6. Number of refugees assisted in obtaining appropriate health insurance – both upon arrival, and at the time of transition off Refugee Medical Assistance.

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1.25. The Contractor shall identify the primary health related issues of concern in each of the various refugee communities. Concerns may include but are not limited to diabetes, hypertension, mental health and/or oral health concerns.

1.26. The Contractor shall provide all required reporting to the Department within fifteen (15) days following the completion of the reporting period.

1.27. The Contractor shall provide semi-annual reporting to the Department within thirty (30) days following the completion of the reporting period.

1.28. The Contractor shall provide all required reporting at in-person meetings as requested by the Department.

1.29. The Contractor shall have the following staff:

1.29.1. One (1) Administrator; and

1.29.2. One (1) Health Case Manager.

1.30. The Contractor shall participate in trainings in order to understand health insurance coverage and enrollment requirements on both the state and federal level.

2. Reporting Requirements

2.1. The Contractor shall submit monthly reports to the Department within thirty (30) days following the end of the reporting period, to include but not limited to:

2.1.1. Number arrivals by gender and immigration status.

2.1.2. Number receiving tuberculosis screening within the following time periods:

2.1.2.1. Thirty (30) days of arrival;

2.1.2.2. Thirty (30) to ninety (90) days of arrival; and

2.1.2.3. Ninety (90) days or more.

2.1.3. Number receiving initial health exam within the following time periods:

2.1.3.1. Thirty (30) days of arrival;

2.1.3.2. Thirty (30) to ninety (90) days of arrival; and

2.1.3.3. Ninety (90) days or more.

2.1.4. Number of children age six (6) months to sixteen (16) years of age that have been screened for lead.

2.1.5. Number of children scheduled for first dental appointment within six (6) months of arrival.

2.1.6. Number of clients referred to the following:

2.1.6.1. Primary care provider;

2.1.6.2. Dental care provider;

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2.1.6.3. Emergency room;
2.1.6.4. Mental health provider;
2.1.6.5. Infectious disease specialist;
2.1.6.6. Vision care provider;
2.1.6.7. Hearing care provider;
2.1.6.8. Pre-natal care provider; and
2.1.6.9. Other specialists.

2.1.7. Number of clients receiving services by country of origin.
2.1.8. Number of clients receiving health case management services.
2.1.9. Number receiving mental health case management services.
2.1.10. Number clients participating in an adjustment support group.
2.1.11. Number clients receiving initial health orientation and topic(s) covered.
2.1.12. Number clients receiving health education and topic(s) covered.
2.1.13. Number of service providers receiving training.
2.1.14. Number of health case manager trainings and topic(s).

2.2. The Contractor shall submit semi-annual reports to the Department within thirty (30) days following the period completion, and as required by grantor.

2.3. The Contractor shall submit a final program report to the Department within thirty (30) days prior to the completion of the contract period.

3. Performance Measures

3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:

3.1.1. 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.

3.1.2. 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.

3.1.3. 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.

3.1.4. 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.

3.1.5. 100% of all refugees with acute or chronic health conditions who require care beyond the initial medical examination shall receive case management, including but not limited to:

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3.1.5.1. Scheduling and coordinating medical appointments;

3.1.5.2. Transportation services; and

3.1.5.3. Interpretation services.

3.1.6. 80% of refugees shall demonstrate increased knowledge about health insurance requirements including how, when and where to enroll in health insurance.

3.1.7. 80% of adults will demonstrate increased knowledge about accessing and navigating US Health system.

3.1.8. 80% of adults will know how to make and keep health appointments.

3.1.9. 80% of adults will know how to use public, Medicaid and/or appropriate transportation to get to medical appointments.

3.1.10. 80% of adults will demonstrate increased knowledge of at least one health topic.

3.1.11. 100% of clients with health needs beyond initial exam will be scheduled for follow-up care.

3.1.12. 100% of arrivals with mental health needs will be scheduled for appointment within 60 days of arrival.

3.1.13. A minimum of four (4) new relationships with providers outside of the refugee resettlement network shall be established during each annual project period.

3.1.14. A minimum of four (4) meetings with providers within the refugee resettlement network shall take place during each annual project period.

3.2. The Contractor shall measure program outputs through the following which shall include but not be limited to:

3.2.1. Number and percentage of new refugees' attending group health orientations, and the topics completed during each session;

3.2.2. Number of percentage of new refugees' receiving a health home visit.

3.2.3. Number of referrals to health, mental and behavioral health or other services.

3.3. The Contractor shall measure the health literacy among refugees and the improvement of their understanding of their health and of the American health system by utilizing a simple questionnaire offered at each workshop and orientation.

3.4. The Contractor shall track the number of individuals participating in and completing health education sessions, as well as the topics covered in each session.

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

3.5.1. Refugee demographics.

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

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

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

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

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

3.10. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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

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

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

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

4.2. Culturally and Linguistically Appropriate Services (CLAS)

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

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4.3. Credits and Copyright Ownership

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

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

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

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

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

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

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4.5. Eligibility Determinations

4.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

4.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

5.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

6. Termination Report/Transition Plan

6.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

6.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

6.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

6.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

7. Exhibits Incorporated

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

7.2. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded with federal funds.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to laura.mcglashan@dhhs.nh.gov, or invoices may be mailed to:

   Laura McGlashan, NH State Refugee Health Coordinator
   Department of Health and Human Services
   Office of Health Equity
   97 Pleasant Street, Thayer Building
   Concord, NH 03301
   (603)-271-2688

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

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Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: [illegible]

Budget Request for: New Hampshire Refugee Health Promotion Program

Budget Period: 9/1/20 - 8/29/21

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Incremental	Total Program Cost: Total Incremental	Total Program Cost: Direct Fixed	Total Program Cost: Indirect Fixed	Total Program Cost: Total Fixed	Total Program Cost: Direct Total	Total Program Cost: Indirect Total	Total Program Cost: Total
1. Total Salary/Wages	$ 19,619.67	$ -	$ 19,619.67	$ -	$ -	$ -	$ 19,619.67	$ -	$ 19,619.67
2. Employee Benefits	$ 4,292.57	$ -	$ 4,292.57	$ -	$ -	$ -	$ 4,292.57	$ -	$ 4,292.57
3. Consultants	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 367.76	$ -	$ 367.76	$ -	$ -	$ -	$ 367.76	$ -	$ 367.76
6. Travel	$ 199.37	$ -	$ 199.37	$ -	$ -	$ -	$ 199.37	$ -	$ 199.37
7. Occupancy	$ 1,099.66	$ -	$ 1,099.66	$ -	$ -	$ -	$ 1,099.66	$ -	$ 1,099.66
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 632.10	$ -	$ 632.10	$ -	$ -	$ -	$ 632.10	$ -	$ 632.10
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify up to five more lines)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct	$ -	$ 4,891.33	$ 4,891.33	$ -	$ -	$ -	$ -	$ 4,891.33	$ 4,891.33
TOTAL	$ 27,717.53	$ 4,891.33	$ 32,608.86	$ -	$ -	$ -	$ 27,717.53	$ 4,891.33	$ 32,608.86

Indirect As A Percent of Direct: 17.65%

Contractor Initials: JT

Date: 3/19/20

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New Hampshire Department of Health and Human Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 31,417.83	$ -	$ 31,417.83	$ -	$ -	$ -	$ 31,417.83	$ -	$ 31,417.83
2. Employee Benefits	$ 4,934.91	$ -	$ 4,934.91	$ -	$ -	$ -	$ 4,934.91	$ -	$ 4,934.91
3. Consultants	$ 2,671.68	$ -	$ 2,671.68	$ -	$ -	$ -	$ 2,671.68	$ -	$ 2,671.68
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Budget gap approximate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Program Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 433.94	$ -	$ 433.94	$ -	$ -	$ -	$ 433.94	$ -	$ 433.94
6. Travel	$ 779.39	$ -	$ 779.39	$ -	$ -	$ -	$ 779.39	$ -	$ 779.39
7. Occupancy	$ 1,799.00	$ -	$ 1,799.00	$ -	$ -	$ -	$ 1,799.00	$ -	$ 1,799.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 734.69	$ -	$ 734.69	$ -	$ -	$ -	$ 734.69	$ -	$ 734.69
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify more detail in budget narrative)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct	$ -	$ 5,671.96	$ 5,671.96	$ -	$ -	$ -	$ -	$ 5,671.96	$ 5,671.96
TOTAL	$ 31,171.96	$ 6,125.00	$ 37,296.96	$ -	$ -	$ -	$ 31,171.96	$ 6,125.00	$ 37,296.96

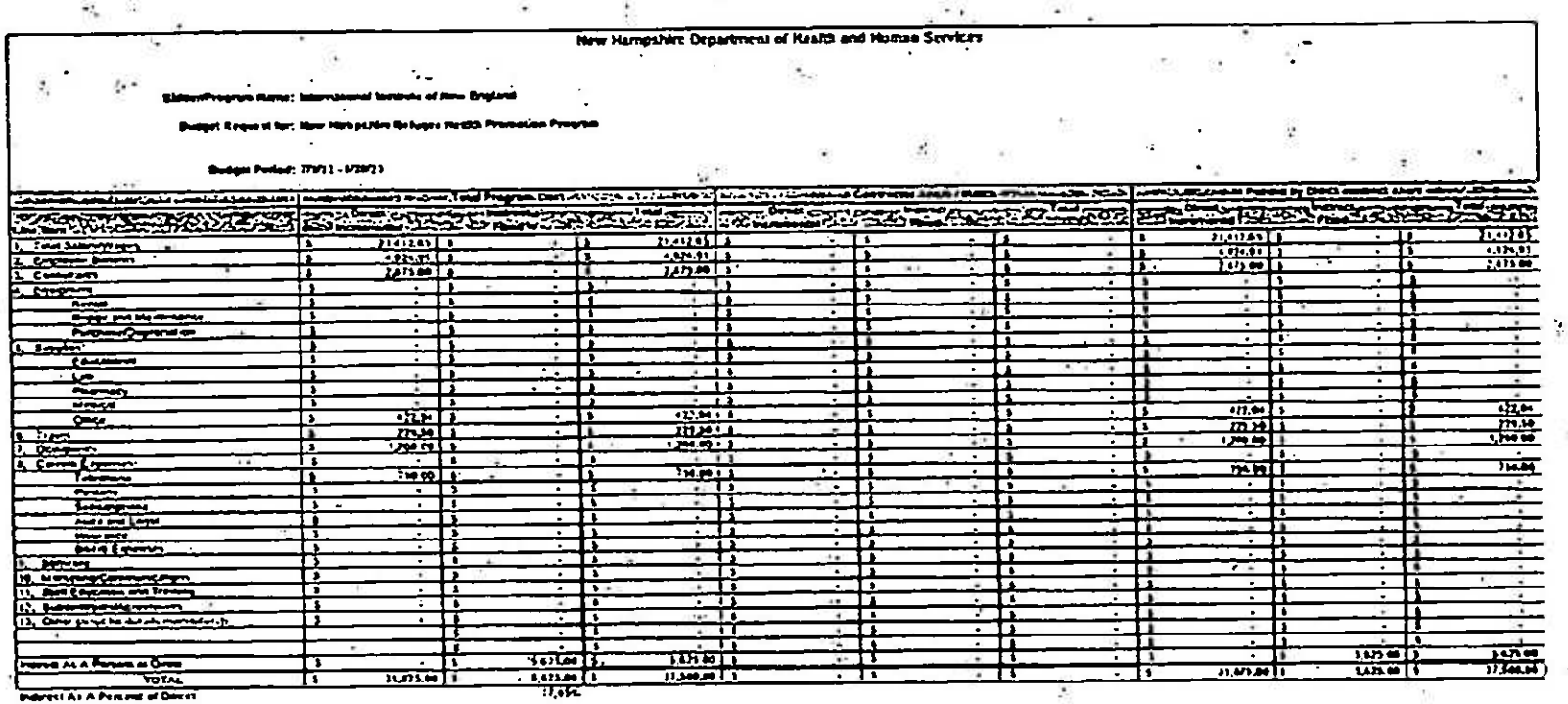
Indirect As A Percent of Direct 17.54%

International Institute of New England, Inc.
Exhibit C-1, Budget Sheet
Page 1 of 1

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Date 3/19/20

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New Hampshire Department of Health and Human Services



Contractor Initials JT
Date 3/19/20

DocuSign Envelope ID: 918671CD-E388-41FB-9E36-8AD0DD400B55

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: New Hampshire Refugee Health Promotion Program

Budget Period: 7/1/20 - 6/30/21

1. Total Salary/Wages	$ 2,753.33	$ -	$ 2,753.33	$ -	$ -	$ -	$ 2,753.33	$ -	$ 2,753.33
2. Employee Benefits	$ 643.34	$ -	$ 643.34	$ -	$ -	$ -	$ 643.34	$ -	$ 643.34
3. Consultants	$ 374.84	$ -	$ 374.84	$ -	$ -	$ -	$ 374.84	$ -	$ 374.84
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 55.16	$ -	$ 55.16	$ -	$ -	$ -	$ 55.16	$ -	$ 55.16
6. Travel	$ 79.93	$ -	$ 79.93	$ -	$ -	$ -	$ 79.93	$ -	$ 79.93
7. Occupancy	$ 184.34	$ -	$ 184.34	$ -	$ -	$ -	$ 184.34	$ -	$ 184.34
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 97.67	$ -	$ 97.67	$ -	$ -	$ -	$ 97.67	$ -	$ 97.67
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct	$ -	$ 733.83	$ 733.83	$ -	$ -	$ -	$ -	$ 733.83	$ 733.83
TOTAL	$ 4,187.35	$ 733.83	$ 4,921.18	$ -	$ -	$ -	$ 4,187.35	$ 733.83	$ 4,921.18
Indirect As A Percent of Direct		17.52%							

International Institute of New England, Inc.
33-0721-QHS-21-A1 FY20-21
Exhibit C-1, Budget Sheet
Page 1 of 1

Contractor Initials JT
Date 3/19/20

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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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

3/19/20
Date

Name: Jeff Thielman
Title: President + CEO

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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:

3/19/20
Date

Name: Jeff Shiedman
Title: President & CEO

Vendor Initials JT
Date 3/19/20

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

3/19/20
Date

Name: Jeff Thielman
Title: President + CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Vendor Name:

3/19/20
Date

Name: Jeff Thielman
Title: President CEO

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

3/19/20
Date

Name: Jeff Shielmon
Title: President + CEO

Vendor Initials JT
Date 3/19/20

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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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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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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 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 effect 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	International Institute of New England
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Ann Landry	Jeffrey Thielman
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President and CEO
Title of Authorized Representative	Title of Authprized Representative
3/24/2020	3/19/20
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/19/20
Date

Name: Jeffrey D. Thielman
Title: President + CEO

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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: 094845997 0000

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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.

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

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