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

Lori A. Weaver
Commissioner

Reuben T. Hampton
Director

97 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-3986 1-800-852-3345 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 18, 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 Healthy Equity, to enter into **Sole Source** amendments to the existing contracts with the Contractors listed below, to continue to provide school related services for newly arriving and vulnerable refugees within New Hampshire, by increasing the total price limitation by \$783,842 from \$844,000 to \$1,627,842, and by extending the completion date from September 29, 2023 to September 29, 2024 for Ascentria Community Services, Inc. and no change to the completion date of September 29, 2024 for International Institute of New England, Inc., effective upon Governor and Council approval. 100% Federal Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Ascentria Community Services, Inc. Concord, NH	222201	Statewide	\$402,500	\$411,421	\$813,921	<u>Q</u> : 3/21/18; item #8 <u>A1</u> : 9/18/19; item #7 <u>A2</u> : 6/16/21; item #10 <u>A3</u> : 6/1/22; item #12
International Institute of New England, Inc. Boston, MA	177551	Statewide	\$441,500	\$372,421	\$813,921	<u>Q</u> : 3/21/18; item #8 <u>A1</u> : 9/18/19; item #7 <u>A2</u> : 6/16/21; item #10 <u>A3</u> : 6/1/22; item #12 <u>A4</u> : 6/14/23; item #9
		Total:	\$844,000	\$783,842	\$1,627,842	

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion date beyond the available renewal option for Ascentria Community Services, Inc. and the Department is increasing the price limitation by more than 10% for International Institute of New England, Inc., to add funds received from the federal awarding agency. The Contractors have an agreement with the United States Department of State to resettle families via the U.S. Refugee Program, therefore they have access to refugee demographic information. Additionally, through the federal contracts the Contractor 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 pre-kindergarten through graduation academic support services to newly arriving and vulnerable New Hampshire refugees children and families who have arrived in the United States within the past five (5) years. The services allow individuals to adjust to the educational social environment of the United States and to enable the students to excel and adapt academically. Federal funding has been allocated to the Contractors to assist incoming refugees from Ukraine to provide academic support services. The Contractors assist recently transitioned students and families to obtain academic excellence through interpretation services, school enrollment and orientation assistance, linguistically appropriate tutoring, social integration and leadership development support, and referrals and guidance for pre-kindergarten supports and services.

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

Approximately 900 individuals will be served during State Fiscal Years 2024 and 2025.

The Department will continue to monitor services by:

- Conducting semi-annual progress reports; and
- Performing in-person meetings to review the employability plans, case notes, and progress reports for individual cases.

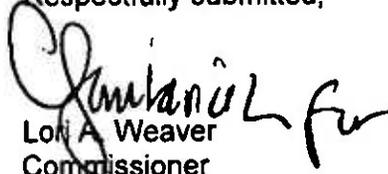
Should the Governor and Executive Council not authorize this request, newly arriving and vulnerable New Hampshire refugee children and their families may be unable to receive or access adequate support in school, leading to maladjustment.

Area served: Statewide.

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

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

Respectfully submitted,


Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

REFUGEE SCHOOL IMPACT PROGRAM

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

Funding Source: 1

Ascentria - Vendor 222201 Remit B004

Regular

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2018	102-500731	Contracts for Program Services	42200024	\$37,500.00	\$0.00	\$37,500.00
2019	102-500731	Contracts for Program Services	42200024	\$50,000.00	\$0.00	\$50,000.00
2020	102-500731	Contracts for Program Services	42200024	\$50,000.00	\$0.00	\$50,000.00
2021	102-500731	Contracts for Program Services	42200024	\$50,000.00	\$0.00	\$50,000.00
2022	102-500731	Contracts for Program Services	95070015	\$74,375.00	\$0.00	\$74,375.00
2023	102-500731	Contracts for Program Services	95070015	\$82,500.00	\$0.00	\$82,500.00
2024	102-500731	Contracts for Program Services	95070015	\$20,625.00	\$94,347.00	\$114,972.00
2025	102-500731	Contracts for Program Services	95070015	\$0.00	\$31,447.00	\$31,447.00
Sub Total				\$365,000.00	\$125,794.00	\$490,794.00

Funding Source: 2

Ascentria - Vendor 222201 Remit B004

Afghan

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070020	\$14,063.00	\$0.00	\$14,063.00
2023	102-500731	Contracts for Program Services	95070020	\$18,750.00	\$0.00	\$18,750.00
2024	102-500731	Contracts for Program Services	95070020	\$4,687.00	\$39,000.00	\$43,687.00
2025	102-500731	Contracts for Program Services	95070020	\$0.00	\$0.00	\$0.00
Sub Total				\$37,500.00	\$39,000.00	\$76,500.00

Funding Source: 3

Ascentria - Vendor 222201 Remit B004

Ukraine

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	95070026	\$0.00	\$184,977.00	\$184,977.00
2025	102-500731	Contracts for Program Services	95070026	\$0.00	\$61,650.00	\$61,650.00
Sub Total				\$0.00	\$246,627.00	\$246,627.00
				\$402,500.00	\$411,421.00	\$813,921.00

Funding Source: 4

IINE Vendor 177551 Remit B001

Regular

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2018	102-500731	Contracts for Program Services	42200024	\$37,500.00	\$0.00	\$37,500.00
2019	102-500731	Contracts for Program Services	42200024	\$50,000.00	\$0.00	\$50,000.00
2020	102-500731	Contracts for Program Services	42200024	\$50,000.00	\$0.00	\$50,000.00
2021	102-500731	Contracts for Program Services	42200024	\$50,000.00	\$0.00	\$50,000.00
2022	102-500731	Contracts for Program Services	95070015	\$63,734.00	\$0.00	\$63,734.00
2023	102-500731	Contracts for Program Services	95070015	\$90,944.00	\$0.00	\$90,944.00
2024	102-500731	Contracts for Program Services	95070015	\$22,822.00	\$94,347.00	\$117,169.00
2025	102-500731	Contracts for Program Services	95070015	\$0.00	\$31,447.00	\$31,447.00
Sub Total				\$365,000.00	\$125,794.00	\$490,794.00

Funding Source: 5

IINE Vendor 177551 Remit B001

Afghan

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	95070020	\$7,896.00	\$0.00	\$7,896.00
2023	102-500731	Contracts for Program Services	95070020	\$39,281.00	\$0.00	\$39,281.00
2024	102-500731	Contracts for Program Services	95070020	\$29,323.00	\$0.00	\$29,323.00
2025	102-500731	Contracts for Program Services	95070020	\$0.00	\$0.00	\$0.00
Sub Total				\$76,500.00	\$0.00	\$76,500.00

Funding Source: 6

IINE Vendor 177551 Remit B001

Ukraine

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	95070026	\$0.00	\$184,977.00	\$184,977.00
2025	102-500731	Contracts for Program Services	95070026	\$0.00	\$61,650.00	\$61,650.00
Sub Total				\$0.00	\$246,627.00	\$246,627.00
				\$441,500.00	\$372,421.00	\$813,921.00

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

This Amendment to the Refugee School Impact 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 March 21, 2018 (Item #8), as amended on September 18, 2019 (Item #7), on June 16, 2021 (Item #10), and on June 1, 2022 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, as amended, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 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 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$813,921
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit A, Scope of Services, Section 4, Subsection 4.2., by replacing Table 1 in its entirety, to read:

4.2. Table 1

Reporting Period	Semi-Annual Report Due
10/1/2021 – 3/31/2022	4/15/2022
4/1/2022 – 9/30/2022	10/15/2022
10/1/2022 – 3/31/2023	4/15/2023
4/1/2023 – 9/30/2023	10/15/2023
10/1/2023 – 3/31/2024	4/15/2024
4/1/2024 – 9/30/2024	10/15/2024

5. Modify Exhibit B, Amendment #3, Method and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded by 100% Federal funds, comprised of:
 - 1.1. Refugee Support Services program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 22G99RSF2/22G992210.

Ascentria Community Services, Inc.

A-S-1.3

Contractor Initials:

DS
am

- 1.2. Refugee Support Services and Set Aides grant, as awarded on November 22, 2022, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
 - 1.3. Refugee Support Services and Set Aides grant, as awarded on May 12, 2023, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
 - 1.4. Refugee Support Services and Set Aides grant, as awarded on July 14, 2023, by the U.S. Department of Health and Human Services, Administration for Children and Families, ALN 93.566, FAIN 2301NHRSSS.
6. Modify Exhibit B, Amendment #3, Method and Conditions Precedent to Payment, Section 3, to read:
 3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-16, Budget (SFY 2025) – Amendment #4.
 7. Add Exhibit B-15, Budget (SFY 24) - Amendment #4, which is attached hereto and incorporated by reference herein.
 8. Add Exhibit B-16, Budget (SFY 25) - Amendment #4, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

8/25/2023
Date

DocuSigned by:
Reuben Hampton
Name: Reuben Hampton
Title: director, Office of Health Eq

8/25/2023
Date

Ascentria Community Services, Inc.
DocuSigned by:
Aimee Mitchell
Name: Aimee Mitchell
Title: chief comm services officer

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

OFFICE OF THE ATTORNEY GENERAL

8/27/2023

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:

Exhibit B-15, Budget (SFY 24) -
Amendment # 4

New Hampshire Department of Health and Human Services	
Contractor Name:	Ascentria Community Services, Inc.
Budget Request for:	Refugee School Impact Program
Budget Period	10/1/2023 - 06/30/2024 (SFY 2024)
Indirect Cost Rate (if applicable)	22.63% of slary and wages
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$132,867
2. Fringe Benefits	\$31,628
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.	\$2,259
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$8,400
6. Travel	\$4,465
7. Software	\$7,200
8. (a) Other - Marketing/ Communications	\$1
8. (b) Other - Education and Training	\$2,400
8. Client Direct Assistance (housing, basic needs, technology	\$75,000
Interpreters and document translation	\$6,500
Occupancy	\$9,037
Telephone, Internet , Postage, Liability Insurance	\$6,520
Laptop and docking station	\$6,600
9. Subrecipient Contracts	\$1
Total Direct Costs	\$292,879
Total Indirect Costs	\$25,445
TOTAL	\$318,324

Contractor Initial:

DS
RM

Exhibit B-16, Budget (SFY 25) - ,
Amendment # 4

New Hampshire Department of Health and Human Services	
Contractor Name:	Ascentria Community Services, Inc.
Budget Request for:	Refugee School Impact Program
Budget Period	7/1/2024 - 9/30/2024 (SFY 2025)
Indirect Cost Rate (if applicable)	22.63% of slary and wages
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$37,652
2. Fringe Benefits	\$10,543
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.	\$565
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$2,100
6. Travel	\$1,175
7. Software	\$1,800
8. (a) Other - Marketing/ Communications	\$1
8. (b) Other - Education and Training	\$900
8. (c) Other -Laptop and Docking Station)	\$1,635
Interpreters and document translation	\$2,600
Occupancy	\$3,012
Direct Admin - Telephone, Internet , Postage, Liability Insurance	\$2,508
Client Direct Assistance (housing, basic needs, technology	\$20,200
9. Subrecipient Contracts	\$1
Total Direct Costs	\$84,693
Total Indirect Costs	\$8,404
TOTAL	\$93,097

 Contractor Initial:

OS RM

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 652197

Certificate Number: 0006278992



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Nicholas Sousa, hereby certify that:

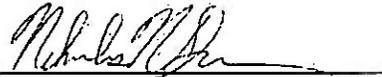
1. I am a duly elected officer of Ascentria Community Services, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on July 12, 2022, at which a quorum of the Directors were present and voting.

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

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

Dated: 8/3/2023

Signature of Elected Officer



Name: Nicholas Sousa

Title: Assistant Corporate Clerk



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 Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Tina Housman PHONE (A/C No. Ext): _____ FAX (A/C No): _____ E-MAIL ADDRESS: Tina.Housman@bbrown.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Indemnity Insurance Co.</td> <td style="width: 20%;">NAIC # 18058</td> </tr> <tr> <td>INSURER B: The First Liberty Insurance Corp.</td> <td>33588</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Philadelphia Indemnity Insurance Co.	NAIC # 18058	INSURER B: The First Liberty Insurance Corp.	33588	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: The First Liberty Insurance Corp.	33588												
INSURER C:													
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INSURER E:													
INSURER F:													

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

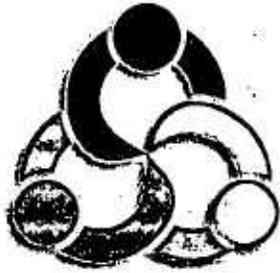
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PHPK2471905	10/1/2022	10/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 25,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COM/OP AGG	\$ 3,000,000		\$
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AGGREGATE	\$ 10,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 1469872 - 00	12/1/2022	12/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Professional Liability			PHPK2471905 Retroactive Date: 1/1/2004	10/1/2022	10/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$3,000,000</td></tr> </table>	Each Occurrence	\$1,000,000	Aggregate	\$3,000,000										
Each Occurrence	\$1,000,000																				
Aggregate	\$3,000,000																				

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

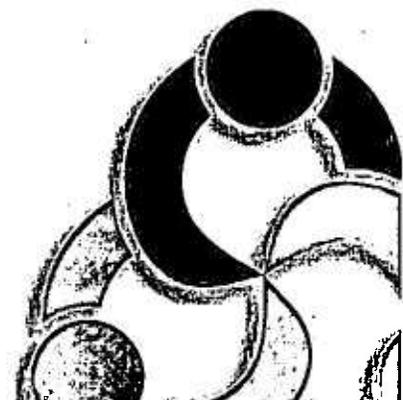
A member of Ascentria Care Alliance

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.



**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.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Other Matters

Other Information.

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
January 6, 2023

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

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 2,025,602	\$ 4,380,964
Accounts Receivable, Net of Estimated Uncollectible Accounts	7,645,413	5,193,640
Prepaid Expenses	77,315	100,926
Vehicle Inventory	110,171	133,728
Total Current Assets	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.

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

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

See accompanying Notes to Consolidated Financial Statements.

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

	<u>2022</u>	<u>2021</u>
NET ASSET REVENUE WITHOUT DONOR RESTRICTION		
Grant and Contract Revenue	\$ 36,431,238	\$ 31,570,797
Program Service Revenue	4,573,932	3,973,733
Federal and State Relief Grant Revenue	1,749,085	856,417
Donated Vehicles	2,099,794	2,467,954
In-Kind Donations	36,118	26,216
Net Assets Released from Restriction Used for Operations	-	43,096
Other Income	136,435	168,412
Total Revenues	<u>45,026,602</u>	<u>39,106,625</u>
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	<u>43,028,100</u>	<u>37,144,749</u>
OPERATING GAIN	1,998,502	1,961,876
NONOPERATING ACTIVITY		
Gain on Forgiveness of Debt and Accrued Interest	3,553,766	
Equity Transfers, Net	-	(5,781)
Total Nonoperating Activity	<u>3,553,766</u>	<u>(5,781)</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>\$ 5,552,268</u>	<u>\$ 1,956,095</u>

See accompanying Notes to Consolidated Financial Statements.

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

	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	<u>1,956,095</u>	<u>161,447</u>	<u>2,117,542</u>
BALANCE - JUNE 30, 2021	1,512,713	1,087,291	2,600,004
Increase in Net Assets without Donor Restrictions	5,552,268	-	5,552,268
Change in Beneficial Interest in Net Assets of Related Party	-	1,680,285	1,680,285
Change in Net Assets	<u>5,552,268</u>	<u>1,680,285</u>	<u>7,232,553</u>
BALANCE - JUNE 30, 2022	<u>\$ 7,064,981</u>	<u>\$ 2,767,576</u>	<u>\$ 9,832,557</u>

See accompanying Notes to Consolidated Financial Statements.

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

	Program Services					Supporting Services			Total Expenses	
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising		Total Support Services
Salaries and Wages	\$ 992,151	\$ 5,781,772	\$ 2,934,946	\$ 5,751,947	\$ 4,621,573	\$ 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.

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

	Program Services					Supporting Services			Total Expenses	
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising		Total Support Services
Salaries and Wages	\$ 836,439	\$ 5,322,401	\$ 3,003,900	\$ 5,017,853	\$ 4,082,749	\$ 18,263,342	\$ 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	<u>\$ 3,273,225</u>	<u>\$ 8,759,683</u>	<u>\$ 5,931,815</u>	<u>\$ 6,333,990</u>	<u>\$ 7,540,437</u>	<u>\$ 31,839,150</u>	<u>\$ 5,300,161</u>	<u>\$ 5,438</u>	<u>\$ 5,305,599</u>	<u>\$ 37,144,749</u>

See accompanying Notes to Consolidated Financial Statements.

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

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

See accompanying Notes to Consolidated Financial Statements.

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

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

The Organizations provide the following programs:

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

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

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

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

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

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

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

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

Basis of Consolidation

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

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Inventory

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

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

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

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

Property and Equipment

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

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

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

Property and Equipment (Continued)

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

Related Party Loans Receivable

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

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

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

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

Net Assets

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

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

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

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

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

Contract and Grant Revenue

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

Donated Services

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

Donated Vehicle Revenue

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

Federal and State Relief Grant Revenue

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

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

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

Federal and State Relief Grant Revenue (Continued)

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

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

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

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

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

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

Program Service Revenue

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

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

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

Advertising Costs

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

Use of Estimates

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

Functional Allocation of Expenses

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

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

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

Income Taxes

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

Fair Value Measurements

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

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

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

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

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

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

Change in Accounting Principles

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

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

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

New Accounting Pronouncements

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

Subsequent Events

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

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party

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

NOTE 3 RELATED PARTY TRANSACTIONS

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

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

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

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

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

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

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

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

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

NOTE 5 ACCOUNTS RECEIVABLE

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

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

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

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

Major Customer

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

Beneficial Interest in Net Assets of Related Party

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

Accounts Receivable

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

NOTE 7 PROPERTY AND EQUIPMENT

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

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

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

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

NOTE 8 MAINE MEDICAID LIABILITY

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

NOTE 9 LONG-TERM DEBT

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

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

NOTE 9 LONG-TERM DEBT (CONTINUED)

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

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

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

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

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

NOTE 9 LONG-TERM DEBT (CONTINUED)

Following are current maturities for the next five years:

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

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

NOTE 10 OPERATING LEASES

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

Future minimum lease payments under these agreements are as follows:

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

NOTE 11 CONTINGENCIES

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

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

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

NOTE 11 CONTINGENCIES (CONTINUED)

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

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

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

NOTE 12 FAIR VALUE MEASUREMENT

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

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

	2022			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 2,765,807	\$ -	\$ -	\$ 2,765,807
Total	<u>\$ 2,765,807</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,765,807</u>
	2021			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 997,007	\$ -	\$ -	\$ 997,007
Total	<u>\$ 997,007</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 997,007</u>

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

NOTE 12 FAIR VALUE MEASUREMENT (CONTINUED)

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

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

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

NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY

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

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

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

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

NOTE 14 COVID-19 IMPACT

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

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

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

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

Disclosures:

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

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

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Pass-Through Agency/Grantor	Pass-Through 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 Hampshire	Various	174,072	-
Subtotal AL #93.566				<u>2,525,873</u>	<u>224,607</u>
Unaccompanied Alien Children Program	93.676	Lutheran Immigration and Refugee Services	Various	1,221,749	-
Unaccompanied Alien Children Program	93.676	Church World Services	902U0400	1,572	-
Unaccompanied Alien Children Program	93.676	Vera Institute for Justice	140D0422C00009	144,014	-
Subtotal AL #93.676				<u>1,367,335</u>	
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				<u>1,443,429</u>	
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				<u>225,668</u>	
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				<u>6,420,031</u>	<u>224,607</u>
DEPARTMENT OF AGRICULTURE					
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	Commonwealth of Massachusetts Department of Public Health	CT WEL 44003064 LSS 0001A	342,411	-
Farm to School Grant Program	10.575	N/A	N/A	27,435	-
Total Department of Agriculture				<u>369,846</u>	
DEPARTMENT OF JUSTICE					
Crime Victim Assistance	18.575	Commonwealth of Massachusetts - Office of Victims Assistance	VOCA2017ACSN00000000	112,732	-
Services for Trafficking Victims	18.320	N/A	N/A	207,829	-
Total Department of Justice				<u>320,561</u>	
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 Hampshire - NH Housing Finance Authority		8,443	-
Subtotal AL #21.027				<u>78,764</u>	
Total Department of Treasury				<u>78,764</u>	
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				<u>1,496,790</u>	
Total Department of State				<u>1,496,790</u>	
DEPARTMENT OF EDUCATION					
Adult Education - Basic Grants to States	84.002	New Hampshire Department of Education	project #87101	107,224	-
Rehabilitation Services Vocational Rehabilitation Grants to State	84.126	Massachusetts Rehabilitation Commission	SCMRC2007ASCENFY1700	284,974	-
Total Department of Education				<u>392,198</u>	
Total Federal Awards				<u>\$ 9,078,190</u>	<u>\$ 224,607</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

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

NOTE 1 BASIS OF PRESENTATION

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

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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



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

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

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

Report on Internal Control Over Financial Reporting

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

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

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Report on Compliance and Other Matters

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

Purpose of This Report

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
January 6, 2023



CliftonLarsonAllen LLP
CLAconnect.com

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

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

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

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Auditors' Responsibilities for the Audit of Compliance

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

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

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

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

Other Matters

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

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Report on Internal Control Over Compliance

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

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

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

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

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



CliftonLarsonAllen LLP

Boston, Massachusetts
January 6, 2023

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

Section I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:

Unmodified

Internal Control over Financial Reporting:

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

Noncompliance material to financial statements noted?

 yes X no

Federal Awards

Internal control over major programs:

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

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

Unmodified

Any audit findings disclosed that are to be reported in accordance with 2 CFR 200.516(a)?

 X yes no

Identification of Major Federal Programs

19.510
93.778
93.498

U.S. Refugee Admissions Program
Medical Assistance Program
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

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

Section II – Financial Statement Findings

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

Section III – Findings and Questioned Costs – Major Federal Programs

2022 – 001

Federal agency: U.S. Department of State

Federal program title: U.S. Refugee Admissions Program

Assistance Listing Number: 19.510

Pass-Through Agency: Lutheran Immigration and Refugee Service

Pass-Through Number(s): Various

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

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

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

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

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

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

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

Repeat Finding: No

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

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



Board of Directors 2023 **

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

11 Shattuck Street, Worcester, MA 01605

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

Rachel Merrill

Qualifications

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

Skills & Abilities

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

Relevant Employment History

Horizon: Empower the Orphaned

Major Gifts Consultant/Remote

March 2023 – May 2023

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

Heifer International

Donor Relationship Manager/Remote

July 2019 – January 2023

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

Community Engagement Coordinator/Remote

December 2018 – June 2019

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

Southern NH Services contracted to the State of New Hampshire

Field Support Manager/Concord, NH

February 2015 – December 2018

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

Job Development Program Manager/Manchester, NH

October 2012 – February 2015

Rachel Merrill

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

Employment Counselor Specialist/Concord, NH

November 2009 – October 2012

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

Manchester Community Resource Center

Job Readiness Instructor/Manchester, NH

March 2009 – October 2009

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

World Affairs Council of NH

Executive Assistant/Manchester, NH

November 2008 – March 2009

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

Life & Water Development Group – Cameroon

May 2008 – May 2009

Grant Writer/Remote

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

International Institute of NH

Intern/Manchester, NH

September 2007 – February 2008

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

Education

Association for Fundraising Professionals

Certificate in Fundamentals in Fundraising/2021

eCornell

Certificate in Financial Success for Nonprofits/2020

SIT Graduate Institute/Brattleboro, VT

MA in Social Justice in Intercultural Relations/2008

Concentration in Community Development and Social Action

Concordia College/Moorhead, MN

BA in French/2004

Minors in English Writing and Religion

Semester in Rennes, France

Grace Denney

Work Experience

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

Activities

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

Volunteer Experience

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

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

Education

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

References



Ascentria Community Services, Inc.
Services for Older Refugees

Key Personnel (SFYs 2024-25)

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



Lori A. Shiblette
Commissioner

Lori A. Weaver
Deputy Commissioner

12 MAC

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

April 27, 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 contracts with the Contractors listed below for school-related services for vulnerable New Hampshire refugees, by increasing the total price limitation by \$205,000 from \$600,000 to \$805,000 with no change to the contract completion dates of September 29, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on March 21, 2018, Item #8, amended on September 18, 2019, Item #7, and most recently amended on June 16, 2021, Item #10.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Statewide	\$300,000	\$102,500	\$402,500
International Institute of New England, Inc.	177551	Statewide	\$300,000	\$102,500	\$402,500
		Total:	\$600,000	\$205,000	\$805,000

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide assistance to refugee students grades pre-k through graduation statewide, who are within five (5) years of arrival to the United States in order that they may achieve improved academic performance and social adjustments. Additionally, the

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

Contractor will now support Office of Refugee Resettlement (ORR) eligible clients from Afghanistan.

Approximately 200 individuals will be served during State Fiscal Years 2022 and 2023.

The Contractors provide culturally competent assistance, in collaboration with agencies who provide health and mental health care services, child care, and social services, in order to strengthen the ability of refugee children to achieve success in New Hampshire school systems. Direct assistance is provided to all newly arrived students and their parents in areas that include:

- School enrollment and orientation for students and their parents;
- Linguistically appropriate tutoring;
- Academic support;
- Interpretation services;
- Social integration and leadership development support; and
- Referrals and guidance for pre-kindergarten supports and services.

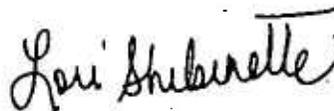
The Department will monitor performance of the contractors through semi-annual progress reports and during in-person meetings to review the employability plans, case notes, and progress reports.

Should the Governor and Executive Council not authorize this request, refugee children and their parents may lack support necessary to succeed in school.

Source of Federal Funds: Assistance Listing Number #93.566, FAIN # Refugee Funds 22G99RSF2, FAIN # Afghan Funds 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. Shabinette
Commissioner

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

05-95-095-72090000-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER; REFUGEE SERVICES

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$24,375	\$74,375
2023	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$32,500	\$82,500
2024	102/500731	Contracts for Prog Svcs	95070015	\$12,500	\$8,125	\$20,625
			<i>Subtotal:</i>	\$300,000	\$65,000	\$365,000

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2022	102/500731	Contracts for Prog Svcs	95070020	\$0	\$14,063	\$14,063
2023	102/500731	Contracts for Prog Svcs	95070020	\$0	\$18,750	\$18,750
2024	102/500731	Contracts for Prog Svcs	95070020	\$0	\$4,687	\$4,687
			<i>Subtotal:</i>	\$0	\$37,500	\$37,500
			Contract Total:	\$300,000	\$102,500	\$402,500

International Institute of New England, Inc. (177551)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$13,734	\$63,734
2023	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$40,944	\$90,944
2024	102/500731	Contracts for Prog Svcs	95070015	\$12,500	\$10,322	\$22,822
			<i>Subtotal:</i>	\$300,000	\$65,000	\$365,000

International Institute of New England, Inc. (177551)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2022	102/500731	Contracts for Prog Svcs	95070020	\$0	\$7,896	\$7,896
2023	102/500731	Contracts for Prog Svcs	95070020	\$0	\$23,681	\$23,681
2024	102/500731	Contracts for Prog Svcs	95070020	\$0	\$5,923	\$5,923
			<i>Subtotal:</i>	\$0	\$37,500	\$37,500
			Contract Total:	\$300,000	\$102,500	\$402,500

Totals **\$600,000** **\$205,000** **\$805,000**

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

This Amendment to the Refugee School Impact 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 March 21, 2018 (Item #8), as amended on September 18, 2019 (Item #7), as amended on June 16, 2021 (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$402,500.
2. Modify Exhibit A, Scope of Services, Section 1, Subsection 1.4. to read:
 - 1.4. The Contractor shall ensure translation and interpretation services are available to Office of Refugee Resettlement (ORR)-eligible students.
3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1., to read:
 - 2.1. The Contractor shall provide services to refugee children up to age eighteen (18) years, through high school graduation from the Concord and Nashua School Districts, who have been resettled through the Contractor's Services for New Americans Program, and who have been in the United States for less than five (5) years at the beginning of the school year. Refugees may include, but are not limited to:
 - 2.1.1. Asylees.
 - 2.1.2. Individuals who have a special immigrant visa (SIV).
 - 2.1.3. Other Office of Refugee Resettlement (ORR) defined eligible immigrants.
 - 2.1.4. Secondary migrants if they move to the Concord or Nashua communities.
 - 2.1.5. Humanitarian parolees from Afghanistan.
4. Modify Exhibit A, Scope of Services, Section 4, Subsection 4.2., by replacing Table 1 in its entirety, to read:

4.2. Table 1

Reporting Period	Semi-Annual Report Due
10/1/2021 – 3/31/2022	4/15/2022
4/1/2022 – 9/30/2022	10/15/2022
10/1/2022 – 3/31/2023	4/15/2023
4/1/2023 – 9/30/2023	10/15/2023

5. Modify Exhibit B, Amendment #2, Method and Conditions Precedent to Payment, Section 1, to read:

1. This Agreement is funded by:
 - 1.1. 91%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services, Administration for Children and Families, CFDA 93.566, FAIN 22G99RSF2.
 - 1.2. 9%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services, Administration for Children and Families, CFDA 93.566, FAIN 22G992210.
6. Modify Exhibit B, Amendment #2, Method and Conditions Precedent to Payment, Section 3, to read:
 3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-14, Budget Amendment #3.
7. Add Exhibits B-9 Amendment #3 SFY 2022 Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibits B-10 Amendment #3 SFY 2023 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibits B-11 Amendment #3 SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibits B-12 Amendment #3 SFY 2022 Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibits B-13 Amendment #3 SFY 2023 Budget, which is attached hereto and incorporated by reference herein.
12. Add Exhibits B-14 Amendment #3 SFY 2024 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 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/12/2022
Date

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

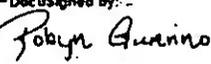
5/5/2022
Date

Ascentria Community Services, Inc.
Aimee Mitchell
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

5/16/2022
Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-9, Amendment 1, SFY 2022 Budget

New Hampshire Department of Health and Human Services												
Bidder Name: Acentria Community Services, Inc.												
Budget Request for: Refugee School Impact Program (Supplemental Funds)												
Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total			
1. Total Salary/Wages	\$ 12,275	\$ -	\$ 12,275	\$ -	\$ -	\$ -	\$ 12,275	\$ -	\$ 12,275			
2. Employee Benefits	\$ 4,063	\$ -	\$ 4,063	\$ -	\$ -	\$ -	\$ 4,063	\$ -	\$ 4,063			
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4. Equipment:	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100			
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Office	\$ 38	\$ -	\$ 38	\$ -	\$ -	\$ -	\$ 38	\$ -	\$ 38			
6. Travel	\$ 721	\$ -	\$ 721	\$ -	\$ -	\$ -	\$ 721	\$ -	\$ 721			
7. Occupancy	\$ 925	\$ -	\$ 925	\$ -	\$ -	\$ -	\$ 925	\$ -	\$ 925			
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Telephone	\$ 450	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450			
Postage	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25			
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit and Legal	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25			
Insurance	\$ 125	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ 125			
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9. Software/Computer Expense	\$ 1,600	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ 1,600	\$ -	\$ 1,600			
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
11. Staff Education and Training	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25			
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
13. Other (interpretation/translation):	\$ 462	\$ -	\$ 462	\$ -	\$ -	\$ -	\$ 462	\$ -	\$ 462			
Indirect: 28.86% of salaries/wages (Federally negotiated)	\$ -	\$ 3,543	\$ 3,543	\$ -	\$ -	\$ -	\$ -	\$ 3,543	\$ 3,543			
TOTAL	\$ 20,833	\$ 3,543	\$ 24,376	\$ -	\$ -	\$ -	\$ 20,833	\$ 3,543	\$ 24,376			

Indirect As A Percent of Direct 17.0%

DS
AM
Contractor Initials
Date 5/5/2022

Exhibit B-10, Amendment 3, SFY 2023 Budget

New Hampshire Department of Health and Human Services

Bidder Name: Acentria Community Services, Inc.

Budget Request for: Refugee School Impact Program (Supplemental Funds)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

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	\$ 18,038	\$ -	\$ 18,038	\$ -	\$ -	\$ -	\$ 18,038	\$ -	\$ 18,038
2. Employee Benefits	\$ 5,411	\$ -	\$ 5,411	\$ -	\$ -	\$ -	\$ 5,411	\$ -	\$ 5,411
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 130	\$ -	\$ 130	\$ -	\$ -	\$ -	\$ 130	\$ -	\$ 130
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 49	\$ -	\$ 49	\$ -	\$ -	\$ -	\$ 49	\$ -	\$ 49
6. Travel	\$ 1,197	\$ -	\$ 1,197	\$ -	\$ -	\$ -	\$ 1,197	\$ -	\$ 1,197
7. Occupancy	\$ 1,463	\$ -	\$ 1,463	\$ -	\$ -	\$ -	\$ 1,463	\$ -	\$ 1,463
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 585	\$ -	\$ 585	\$ -	\$ -	\$ -	\$ 585	\$ -	\$ 585
Postage	\$ 33	\$ -	\$ 33	\$ -	\$ -	\$ -	\$ 33	\$ -	\$ 33
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 33	\$ -	\$ 33	\$ -	\$ -	\$ -	\$ 33	\$ -	\$ 33
Insurance	\$ 163	\$ -	\$ 163	\$ -	\$ -	\$ -	\$ 163	\$ -	\$ 163
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software/Computer Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 33	\$ -	\$ 33	\$ -	\$ -	\$ -	\$ 33	\$ -	\$ 33
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (interpretation/translation):	\$ 163	\$ -	\$ 163	\$ -	\$ -	\$ -	\$ 163	\$ -	\$ 163
Indirect: 28.86% of salaries/wages (Federally negotiated)	\$ -	\$ 5,206	\$ 5,206	\$ -	\$ -	\$ -	\$ -	\$ 5,206	\$ 5,206
TOTAL	\$ 27,284	\$ 5,206	\$ 32,500	\$ -	\$ -	\$ -	\$ 27,284	\$ 5,206	\$ 32,500

Indirect As A Percent of Direct

19.1%

Staff hours gained

19.59

Exhibit B-11, Amendment 3, SFY 2024 Budget

New Hampshire Department of Health and Human Services												
Bidder Name: Ascenria Community Services, Inc.												
Budget Request for: Refugee School Impact Program (Supplemental Funds)												
Budget Period: July 1, 2023 - June 30, 2024 (SFY 2024)												
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	\$ 4,509	\$ -	\$ 4,509	\$ -	\$ -	\$ -	\$ 4,509.36	\$ -	\$ 4,509			
2. Employee Benefits	\$ 1,353	\$ -	\$ 1,353	\$ -	\$ -	\$ -	\$ 1,352.61	\$ -	\$ 1,353			
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4. Equipment:	\$ 33	\$ -	\$ 33	\$ -	\$ -	\$ -	\$ 32.50	\$ -	\$ 33			
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Office	\$ 12	\$ -	\$ 12	\$ -	\$ -	\$ -	\$ 12.18	\$ -	\$ 12			
6. Travel	\$ 259	\$ -	\$ 259	\$ -	\$ -	\$ -	\$ 258.60	\$ -	\$ 259			
7. Occupancy	\$ 406	\$ -	\$ 406	\$ -	\$ -	\$ -	\$ 406.25	\$ -	\$ 406			
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Telephone	\$ 146	\$ -	\$ 146	\$ -	\$ -	\$ -	\$ 146.25	\$ -	\$ 146			
Postage	\$ 8	\$ -	\$ 8	\$ -	\$ -	\$ -	\$ 8.13	\$ -	\$ 8			
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit and Legal	\$ 8	\$ -	\$ 8	\$ -	\$ -	\$ -	\$ 8.13	\$ -	\$ 8			
Insurance	\$ 41	\$ -	\$ 41	\$ -	\$ -	\$ -	\$ 40.63	\$ -	\$ 41			
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9. Software/Computer Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
11. Staff Education and Training	\$ 8	\$ -	\$ 8	\$ -	\$ -	\$ -	\$ 8.13	\$ -	\$ 8			
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
13. Other (interpretation/translator):	\$ 41	\$ -	\$ 41	\$ -	\$ -	\$ -	\$ 40.63	\$ -	\$ 41			
Indirect: 28.86% of salaries/wages (Federally negotiated)	\$ -	\$ 1,301	\$ 1,301	\$ -	\$ -	\$ -	\$ -	\$ 1,301	\$ 1,301			
TOTAL	\$ 8,824	\$ 1,301	\$ 8,125	\$ -	\$ -	\$ -	\$ 6,824	\$ 1,301	\$ 8,125			
Indirect As A Percent of Direct	19.1%											

Staff hours gained 19.58

Exhibit B-12, Amendment 3, SFY 2022 Budget

New Hampshire Department of Health and Human Services												
Bidder Name: Ascentria Community Services, Inc.												
Budget Request for: Refugee School Impact Program (Afghan Funds)												
Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total			
1. Total Salary/Wages	\$ 8,376	\$ -	\$ 8,376	\$ -	\$ -	\$ -	\$ 8,376	\$ -	\$ 8,376			
2. Employee Benefits	\$ 1,913	\$ -	\$ 1,913	\$ -	\$ -	\$ -	\$ 1,913	\$ -	\$ 1,913			
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4. Equipment:	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50			
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Purchase/Depreciation	\$ 700	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ 700	\$ -	\$ 700			
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Office	\$ 45	\$ -	\$ 45	\$ -	\$ -	\$ -	\$ 45	\$ -	\$ 45			
6. Travel	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750			
7. Occupancy	\$ 1,250	\$ -	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250			
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Telephone	\$ 280	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ 280			
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit and Legal	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25			
Insurance	\$ 75	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ 75	\$ -	\$ 75			
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9. Software/Computer Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
11. Staff Education and Training	\$ 300	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300			
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
13. Other (interpretation/translation):	\$ 460	\$ -	\$ 460	\$ -	\$ -	\$ -	\$ 460	\$ -	\$ 460			
Indirect: 28.86% of salaries/wages (Federally negotiated)	\$ -	\$ 1,840	\$ 1,840	\$ -	\$ -	\$ -	\$ -	\$ 1,840	\$ 1,840			
TOTAL	\$ 12,223	\$ 1,840	\$ 14,063	\$ -	\$ -	\$ -	\$ 12,223	\$ 1,840	\$ 14,063			

Indirect As A Percent of Direct 15.1%

3/1/2022 TBO \$ 6,375.60 \$ 17.71 Hours 20

09
AM
Contractor Initials
Date 5/5/2022

Exhibit B-13, Amendment 3, SFY 2023 Budget

New Hampshire Department of Health and Human Services												
Bidder Name: Ascenria Community Services, Inc.												
Budget Request for: Refugee School Impact Program (Afghan Funds)												
Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHDH contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total			
1. Total Salary/Wages	\$ 10,130	\$ -	\$ 10,130	\$ -	\$ -	\$ -	\$ 10,130	\$ -	\$ 10,130			
2. Employee Benefits	\$ 2,836	\$ -	\$ 2,836	\$ -	\$ -	\$ -	\$ 2,836	\$ -	\$ 2,836			
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4. Equipment:	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50			
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Office	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25			
6. Travel	\$ 625	\$ -	\$ 625	\$ -	\$ -	\$ -	\$ 625	\$ -	\$ 625			
7. Occupancy	\$ 810	\$ -	\$ 810	\$ -	\$ -	\$ -	\$ 810	\$ -	\$ 810			
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Telephone	\$ 672	\$ -	\$ 672	\$ -	\$ -	\$ -	\$ 672	\$ -	\$ 672			
Postage	\$ 10	\$ -	\$ 10	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ 10			
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit and Legal	\$ 40	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ 40			
Insurance	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100			
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9. Software/Computer Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
13. Other (intervention translation):	\$ 527	\$ -	\$ 527	\$ -	\$ -	\$ -	\$ 527	\$ -	\$ 527			
Indirect: 28.84% of salaries/wages (Federally negotiated)	\$ -	\$ 2,924	\$ 2,924	\$ -	\$ -	\$ -	\$ -	\$ 2,924	\$ 2,924			
TOTAL	\$ 13,826	\$ 2,924	\$ 18,750	\$ -	\$ -	\$ -	\$ 13,826	\$ 2,924	\$ 18,750			

Indirect As A Percent of Direct

18.5%

7/1/2022	TBD	\$ 10,130.12	17.71	11
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Exhibit B-14, Amendment 3, SFY 2024 Budget

New Hampshire Department of Health and Human Services											
Bidder Name: Ascentria Community Services, Inc.											
Budget Request for: Refugee School Impact Program (Afghan Funds)											
Budget Period: July 1, 2023 - June 30, 2024 (SFY 2024)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 2,302	\$ -	\$ 2,302	\$ -	\$ -	\$ -	\$ 2,302	\$ -	\$ 2,302		
2. Employee Benefits	\$ 645	\$ -	\$ 645	\$ -	\$ -	\$ -	\$ 645	\$ -	\$ 645		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25		
6. Travel	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ 400		
7. Occupancy	\$ 183	\$ -	\$ 183	\$ -	\$ -	\$ -	\$ 183	\$ -	\$ 183		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 168	\$ -	\$ 168	\$ -	\$ -	\$ -	\$ 168	\$ -	\$ 168		
Postage	\$ 10	\$ -	\$ 10	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ 10		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 40	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ 40		
Insurance	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software/Computer Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (interpretation/translation):	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100		
Indirect: 28.86% of salaries/wages (Federally negotiated)	\$ -	\$ 664	\$ 664	\$ -	\$ -	\$ -	\$ -	\$ 664	\$ 664		
TOTAL	\$ 4,023	\$ 664	\$ 4,687	\$ -	\$ -	\$ -	\$ 4,023	\$ 664	\$ 4,687		

Indirect As A Percent of Direct

16.5%

7/1/2023	TBD	\$	2,302.30	\$	17.71	10
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OS
AM
Contractor Initials
Date 5/5/2022



Lori A. Shibiante
Commissioner

Lori A. Weaver
Deputy Commissioner

10 Mar

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

June 10, 2021

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** amendments to existing contracts with the vendors listed below for school related services for newly arriving and vulnerable New Hampshire refugees, by increasing the total price limitation by \$200,000 from \$400,000 to \$600,000 and by extending the completion dates from September 30, 2021 to September 29, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on March 21, 2018, item #8 and most recently amended with Governor and Council approval on September 18, 2019, Item #7.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Statewide	\$200,000	\$100,000	\$300,000
International Institute of New England, Inc.	177551	Statewide	\$200,000	\$100,000	\$300,000
		TOTALS:	\$400,000	\$200,000	\$600,000

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

See attached fiscal details.

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

EXPLANATION

This request is **Sole Source** because the Department is extending contract beyond the completion date and there are no renewal options available. The Department is extending these contracts as the Contractors are under contract with the United States Department of State to resettle families via the U.S. Refugee Program. Through these contracts, the Contractors receive pertinent demographic information, and develops and implements integration plans for each refugee arriving in the State of New Hampshire area, therefore the Contractors are uniquely qualified to provide these services.

The purpose of this request is to provide assistance to refugee students in Concord, Manchester and Nashua who are within one (1) year of arrival to the United States in order that they may achieve improved academic performance and social adjustments.

Approximately 400 students in the Concord, Manchester and Nashua area will be served from October 1, 2019 to September 30, 2023.

The Contractors provide culturally competent assistance, in collaboration with agencies who provide health and mental health care services, child care, and social services, in order to strengthen the ability of refugee children to achieve success in New Hampshire school systems. Direct assistance is provided to newly arrived students in these areas:

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

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

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

Should the Governor and Executive Council not authorize this request, refugee children and their parents may lack support necessary to succeed in school.

Area served: Statewide

Source of Funds: CFDA # 93.566 FAIN# 1901NHRSOC

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

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

Respectfully submitted,

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

Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$12,500	\$37,500	\$50,000
2023	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2024	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			<i>Subtotal:</i>	\$200,000	\$100,000	\$300,000

International Institute of New England, Inc. (177551)

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$12,500	\$37,500	\$50,000
2023	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2024	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			<i>Subtotal:</i>	\$200,000	\$100,000	\$300,000

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

This Amendment to the Refugee School Impact 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 March 21, 2018 (Item #8), as amended on September 18, 2019, (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 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement 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 29, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$300,000.
3. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-6 Budget Amendment #2, Budget Sheet, which is attached hereto and incorporated by reference herein.
5. Add Exhibit B-7 Budget Amendment #2, Budget Sheet, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-8 Budget Amendment #2, Budget Sheet, 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 the date of Governor and Executive Council approval.

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

5/19/2021

Date

State of New Hampshire
Department of Health and Human Services

DocuSigned by:

Ann H. N. Landry

24B8A037ED0E6468...

Name: Ann H. N. Landry

Title: Associate Commissioner

Ascentria Community Services, Inc.

5/6/2021

Date

DocuSigned by:

Jeffrey Kinney

24B78A4317954E5

Name: Jeffrey Kinney

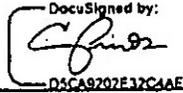
Title: Chief of Staff & External Relations

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

OFFICE OF THE ATTORNEY GENERAL

5/19/2021

Date

DocuSigned by:

D5CA9202E32C46E

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:

New Hampshire Department of Health and Human Services
Refugee School Impact Program
EXHIBIT B, Amendment #2



Method and Conditions Precedent to Payment

1. This Agreement is funded by Federal Funds from the US Department of Health and Human Services, Federal Office of Refugee Resettlement, Refugee School Impact (RSI) Program, as awarded on September 29, 2020, by the US Department of Health and Human Services, Federal Office of Refugee Resettlement, CFDA # 93.566 FAIN# 1901NHRSOC.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 19.1% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-8, Budget, Amendment #2. The Contractor shall include additional documentation, as requested by the Department, that includes, but is not limited to:
 - 3.1. Receipts.
 - 3.2. Timecards.
 - 3.3. Cost allocation sheets.
 - 3.4. Credit card statements.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to beth.kelly@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and 

New Hampshire Department of Health and Human Services
Refugee School Impact Program
EXHIBIT B, Amendment #2



if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part

JK

**New Hampshire Department of Health and Human Services
Refugee School Impact Program
EXHIBIT B, Amendment #2**



200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

DS
JK



Jeffrey A. Meyers
Commissioner

7 *mac*

AUG 29 '19 PM 2:00 DAS

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

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

August 29, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Health Equity, to exercise renewal options to existing agreements with the vendors listed below to continue providing school related services for newly arriving and vulnerable New Hampshire refugees by increasing the total price limitation by \$200,000 from \$200,000 to \$400,000 and by extending the contract completion date from September 30, 2019 to September 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

The Governor and Executive Council approved the original agreements on March 21, 2018 (Item #8).

VENDOR	VENDOR NUMBER	VENDOR ADDRESS	AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
Ascentria Community Services, Inc.	222201	261 Sheep Davis Rd, Suite A-1 Concord NH 03301	\$100,000	\$100,000	\$200,000
International Institute of New England, Inc.	177551	2 Boylston Street, 3rd Floor Boston MA 02116	\$100,000	\$100,000	\$200,000
TOTALS:			\$200,000	\$200,000	\$400,000

Funds are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified

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

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for	42200024	\$12,500	\$37,500	\$50,000

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

		Prog Svcs				
2021	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			<i>Subtotal:</i>	<i>\$100,000</i>	<i>\$100,000</i>	<i>\$200,000</i>

International Institute of New England, Inc. (177551)

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$12,500	\$37,500	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			<i>Subtotal:</i>	<i>\$100,000</i>	<i>\$100,000</i>	<i>\$200,000</i>
			Contract Total:	\$200,000	\$200,000	\$400,000

EXPLANATION

The purpose of this request is to continue assisting refugee students in Concord, Manchester and Nashua who are within one (1) year of arrival to the United States in order that they may achieve improved academic performance and social adjustments.

Approximately 200 individuals will be served from October 1, 2019 to September 30, 2021.

The original agreements included language in Exhibit C-1, Paragraph 3 that allows the Department to renew the contracts for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization, and approval from the Governor and Executive Council. The Department is in agreement with renewing services with each of the vendors for two (2) of the two (2) years at this time.

Direct assistance is provided to newly arrived students in these areas:

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

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

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

The following performance measures are used to measure the effectiveness of these contracts:

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

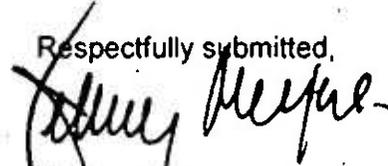
Should Governor and Executive Council not authorize this request, refugee children and their parents may lack support necessary to succeed in the Manchester, Nashua, and Concord school systems.

Area served: Concord, Manchester, and Nashua

Source of Funds: 100% Federal Funds from the Administration for Children and Families, Office of Refugee Resettlement, Refugee and Entrant Assistance, State Administered Programs – Refugee health Promotion Grant, Federal Office of Refugee Resettlement, CFDA# 93.566, FAIN # 1901NHRSOC.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Refugee School Impact Program**

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

This 1st Amendment to the Refugee School Impact 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 St. Suite 300, Worcester, Massachusetts 01604.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 21, 2018 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Section 18 and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:
2. September 30, 2021.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$200,000.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
6. Delete Exhibit B-3 Budget and replace with Exhibit B-3, Amendment #1, Budget Sheet
7. Add Exhibit B-4 Amendment #1, Budget.
8. Add Exhibit B-5 Amendment #1, Budget.
9. Delete Exhibit K, DHHS Information Security Requirements, 6/6017 and replace with Exhibit K, DHHS Information Security Requirements, V5. Last update 10/09/18.

[Handwritten Signature]
Date: 8/20/2019



**New Hampshire Department of Health and Human Services
Refugee School Impact Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8.22.19
Date

Lori Weaver
Name: Lori Weaver
Title: Associate Commissioner

Ascentria Community Services, Inc.,

8/20/19
Date

Timothy Johnston
Name: Timothy Johnston
Title: Chief Operating Officer

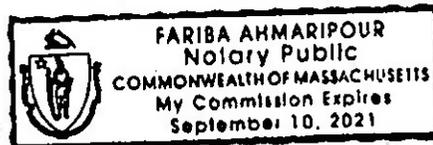
Acknowledgement of Contractor's signature:

State of MA, County of Norchester on 8/20/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Fariba Ahmaripour
Signature of Notary Public or Justice of the Peace

Fariba Ahmaripour
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/10/2021



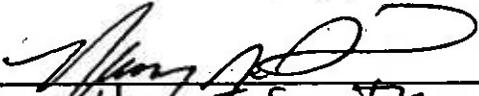


**New Hampshire Department of Health and Human Services
Refugee School Impact Program**

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

OFFICE OF THE ATTORNEY GENERAL

8/28/2019
Date


Name: Nancy J. Smith
Title: St. Asst. Atty Gen

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor Name: Acorn's Community Services, Inc

Budget Request for: Refugee School Impact Program

Budget Period: SFY 2020 - July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,600.00	\$ -	\$ 25,600.00	\$ -	\$ -	\$ -	\$ 25,600.00	\$ -	\$ 25,600.00
2. Employee Benefits	\$ 7,168.00	\$ -	\$ 7,168.00	\$ -	\$ -	\$ -	\$ 7,168.00	\$ -	\$ 7,168.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 2,692.32	\$ -	\$ 2,692.32	\$ -	\$ -	\$ -	\$ 2,692.32	\$ -	\$ 2,692.32
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Interpretation):	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Indirect Rate	\$ -	\$ 8,839.68	\$ 8,839.68	\$ -	\$ -	\$ -	\$ -	\$ 8,839.68	\$ 8,839.68
TOTAL	\$ 41,160.32	\$ 8,839.68	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 41,160.32	\$ 8,839.68	\$ 50,000.00

Indirect As A Percent of Direct 51% of Salary/Wages

Contractor Initials 
Date 8/20/20K

Exhibit B-5, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Ascenra Community Services, Inc.											
Budget Request for: Refugee School Impact Program											
Budget Period: BFY 2022 July 2021 - September 30, 2021											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHSIS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 6,400	\$ -	\$ 6,400	\$ -	\$ -	\$ -	\$ 6,400	\$ -	\$ 6,400		
2. Employee Benefits	\$ 1,782	\$ -	\$ 1,782	\$ -	\$ -	\$ -	\$ 1,782	\$ -	\$ 1,782		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 125	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ 125		
6. Travel	\$ 873	\$ -	\$ 873	\$ -	\$ -	\$ -	\$ 873	\$ -	\$ 873		
7. Occupancy	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 225	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ 225	\$ -	\$ 225		
Postage	\$ 13	\$ -	\$ 13	\$ -	\$ -	\$ -	\$ 13	\$ -	\$ 13		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 13	\$ -	\$ 13	\$ -	\$ -	\$ -	\$ 13	\$ -	\$ 13		
Insurance	\$ 63	\$ -	\$ 63	\$ -	\$ -	\$ -	\$ 63	\$ -	\$ 63		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 13	\$ -	\$ 13	\$ -	\$ -	\$ -	\$ 13	\$ -	\$ 13		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other, Interpretation and Translation	\$ 125	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ 125		
TOTAL	\$ 11,850	\$ 2,310	\$ 14,160	\$ -	\$ -	\$ -	\$ 10,541	\$ 2,310	\$ 12,851		
Indirect As A Percent of Direct		21.48%									

Contractor Initials *[Signature]*
Date *8/30/2019*

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


8/20/2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

[Handwritten Signature]
8/20/2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

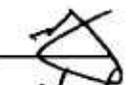


request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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


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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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


8/20/2018

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- whole, must have aggressive intrusion-detection and firewall protection.
- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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


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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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


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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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


8/20/2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Handwritten Signature]
8/20/2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov


8/20/2019



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

Jeffrey A. Meyers
Commissioner

Trinidad Tellez, MD
Director

97 PLEASANT STREET CONCORD, NH 03301-3867
603-271-3986 1-800-852-3345 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 27, 2018

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

REQUESTED ACTION

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

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

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

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

Ascentria Community Services, Inc. (222201)

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

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

International Institute of New England, Inc. (177551)

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

EXPLANATION

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

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

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

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

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

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

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

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

- Number and percentage of students who achieve academic success;

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

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

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

Area served: Concord, Manchester, and Nashua

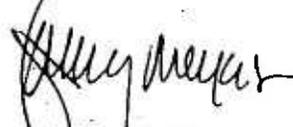
Source of Funds: 100% Federal Funds from the Administration for Children and Families, Office of Refugee Resettlement, Refugee and Entrant Assistance, State Administered Programs – Refugee health Promotion Grant, Federal Office of Refugee Resettlement.

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

Respectfully submitted,



Trinidad Tellez, MD
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

NH Refugee School Impact Program

RFP-2018-OHE-01-REFUG

RFP Name

RFP Number

Reviewer Names

Bidder Name

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

Maximum Points	Actual Points
650	605
650	533

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

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

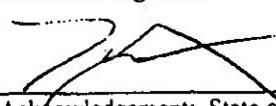
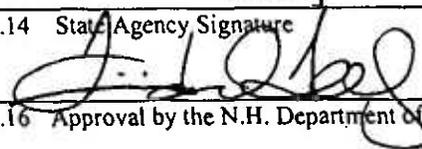
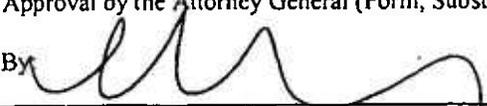
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

 2/19/2018

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

Date 2/19/2018

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Work

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

[Handwritten Signature]
2/19/2018



New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit A

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

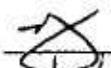

2/19/2018

New Hampshire Department of Health and Human Services
Refugee School Impact Program



Exhibit A

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


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New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit A

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

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New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit A

possible.

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

3. Staffing

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

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New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit A

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

4. Reporting

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

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

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New Hampshire Department of Health and Human Services
Refugee School Impact Program



Exhibit A

5. Performance Measures

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

6. Performance Measures

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


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New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit B

Method and Conditions Precedent to Payment

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



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Refugee School Impact Program

Exhibit B

- 4.4. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
- 4.5. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
- 4.6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 4.7. The Contractor shall submit a final invoice to the State no later than forty (40) days after the contract completion date identified in Form P-37, Block 1.7 Completion Date.
- 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Barbara.seebart@dhhs.nh.gov. Otherwise, invoices shall be mailed to:
Department of Health and Human Services
Division of Office of Health Equity
97 Pleasant Street
Concord, NH 03301
- 4.9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.


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Exhibit B-3 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: Refugee School Impact Program

Budget Period: State Fiscal Year 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Flood	Total	Direct Incremental	Indirect Flood	Total	Direct Incremental	Indirect Flood	Total
1. Total Salary/Wages	\$ 6,675	\$ -	\$ 6,675	\$ -	\$ -	\$ -	\$ 6,675	\$ -	\$ 6,675
2. Employee Benefits	\$ 1,669	\$ -	\$ 1,669	\$ -	\$ -	\$ -	\$ 1,669	\$ -	\$ 1,669
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 96	\$ -	\$ 96	\$ -	\$ -	\$ -	\$ 96	\$ -	\$ 96
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 112	\$ -	\$ 112	\$ -	\$ -	\$ -	\$ 112	\$ -	\$ 112
6. Travel	\$ 754	\$ -	\$ 754	\$ -	\$ -	\$ -	\$ 754	\$ -	\$ 754
7. Occupancy	\$ 497	\$ -	\$ 497	\$ -	\$ -	\$ -	\$ 497	\$ -	\$ 497
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 254	\$ -	\$ 254	\$ -	\$ -	\$ -	\$ 254	\$ -	\$ 254
Postage	\$ 24	\$ -	\$ 24	\$ -	\$ -	\$ -	\$ 24	\$ -	\$ 24
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 43	\$ -	\$ 43	\$ -	\$ -	\$ -	\$ 43	\$ -	\$ 43
Insurance	\$ 82	\$ -	\$ 82	\$ -	\$ -	\$ -	\$ 82	\$ -	\$ 82
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 47	\$ -	\$ 47	\$ -	\$ -	\$ -	\$ 47	\$ -	\$ 47
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: Interpretation and Translation	\$ 450	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 10,901	\$ 1,599	\$ 12,500	\$ -	\$ -	\$ -	\$ 10,901	\$ 1,599	\$ 12,500
Indirect As A Percent of Direct			14.67%						

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New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

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

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Exhibit C**



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Handwritten signature and date: 2/13/2018

New Hampshire Department of Health and Human Services



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

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

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

[Handwritten Signature]
 Date 2/19/2018

New Hampshire Department of Health and Human Services



Exhibit C-1

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

Handwritten initials, possibly 'JD', written in black ink.

CU/DHHS/011414

Page 2 of 2

Date

2/19/2008

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten Signature]
2/22/2018



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Contractor Name: *Ascendia Community Services, Inc.*

2/14/2018
Date

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

Contractor Initials *[Signature]*
Date 2/14/2018

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Name: Ascenza Community Services, Inc.

2/19/2018
Date

[Signature]
Name:
Title:

[Signature]
2/19/2018

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]
Date 2/19/2008

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Ascendia Community Services, Inc.

2/19/2018
Date

[Signature]
Name
Title: Executive Vice President

Contractor Initials [Signature]
Date 2/19/2018

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: *Ascentria Community Services, Inc*

2/14/2018
Date

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

Exhibit G

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

Contractor Initials

[Signature]

Date

2/14/2018



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Ascentria Community Services, Inc.

2/19/2018
Date

[Signature]
Name:
Title: Executive Vice President

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

Date


 2/19/2018



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

[Handwritten Signature]
2/17/2014

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date


2/12/2018

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date 2/15/2018

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

The State

[Handwritten Signature]

Signature of Authorized Representative

Trinidad Tellez
Name of Authorized Representative

Director, Office of Health Equity
Title of Authorized Representative

2/28/18
Date

Ascendria Community Services
Name of the Contractor

[Handwritten Signature]
Signature of Authorized Representative

Timothy Johnson
Name of Authorized Representative

Executive Vice President
Title of Authorized Representative

2/19/2018
Date

[Handwritten Initials]
2/19/2018



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: Ascendia Community Services, Inc.

2/19/2018
Date

[Signature]
Name:
Title: Executive Vice President

[Signature]
2/19/2018



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 96 587 5664

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: _____

[Handwritten Signature]
2/13/2018

New Hampshire Department of Health and Human Services

Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

New Hampshire Department of Health and Human Services

Exhibit K



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
 4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
 5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
 6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.


2/19/18

**State of New Hampshire
Department of Health and Human Services
Amendment # 5**

This Amendment to the Refugee School Impact 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 March 21, 2018 (Item #8), as amended on September 18, 2019 (Item #7), on June 16, 2021 (Item #10), June 1, 2022 (Item #12), and on June 14, 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, Paragraph 18 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 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:
\$813,921
2. Modify Exhibit B, Amendment #3, Method and Conditions Precedent to Payment, Section 3, to read:
 3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-16, Budget (SFY 25) – Amendment # 5.
3. Add Exhibit B-15, Budget (SFY 24) – Amendment #5, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-16, Budget (SFY 25) – Amendment #5, which is attached hereto and incorporated by reference herein.

DS
JT

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

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

State of New Hampshire
Department of Health and Human Services

8/24/2023

Date

DocuSigned by:

Reuben Hampton

Name: Reuben Hampton

Title: Director, Office of Health Eq

International Institute of New England, Inc.

8/24/2023

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

8/24/2023.
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:

Exhibit B-15, Budget (SFY 24) -
Amendment # 5

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	International Institute of
Budget Request for:	Refugee School Impact
Budget Period	10/1/2023 - 06/30/2024
Indirect Cost Rate (if applicable)	24%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$113,193
2. Fringe Benefits	\$26,034
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	\$2,070
6. Travel	\$3,000
7. Occupancy	\$3,436
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (Client housing and transport ass	\$40,500
Other Client technology and supplies)	\$6,900
Other (Interpretation)	\$30,000
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$225,134
Total Indirect Costs	\$54,190
TOTAL	\$279,324

Contractor Initials: DS
JT

Exhibit B-16, Budget (SFY 25) -
Amendment # 5

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	International Institute of
Budget Request for:	Refugee School Impact
Budget Period	7/1/2024 - 9/30/2024 (SFY
Indirect Cost Rate (if applicable)	24%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$37,731
2. Fringe Benefits	\$8,678
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	\$690
6. Travel	\$1,000
7. Occupancy	\$1,145
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (Client housing ant transport ass	\$13,500
Other Client technology and supplies)	\$2,300
Other (Interpretation)	\$10,000
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$75,045
Total Indirect Costs	\$18,052
TOTAL	\$93,097

Contractor Initials: DS
JT

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.

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

David M. Scanlan
Secretary of State

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



**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.



**International
Institute of
New England**

**FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2022 and 2021

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Financial Statements:	
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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.

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.

AAFCPA, Inc.

Boston, Massachusetts
March 8, 2023

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Financial Position
September 30, 2022 and 2021

<u>Assets</u>	<u>2022</u>	<u>2021</u>
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	<u>\$ 17,313,386</u>	<u>\$ 12,158,874</u>
<u>Liabilities and Net Assets</u>		
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	<u>4,192,884</u>	<u>1,107,869</u>
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	<u>13,120,502</u>	<u>11,051,005</u>
Total liabilities and net assets	<u>\$ 17,313,386</u>	<u>\$ 12,158,874</u>

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	<u>16,746,838</u>	<u>1,458,276</u>	<u>18,205,114</u>	<u>7,831,868</u>	<u>468,068</u>	<u>8,299,936</u>
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	<u>14,929,031</u>	<u>-</u>	<u>14,929,031</u>	<u>7,775,412</u>	<u>-</u>	<u>7,775,412</u>
Changes in net assets from operations	<u>1,817,807</u>	<u>1,458,276</u>	<u>3,276,083</u>	<u>56,456</u>	<u>468,068</u>	<u>524,524</u>
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)	<u>(1,206,586)</u>	<u>-</u>	<u>(1,206,586)</u>	<u>1,440,418</u>	<u>(150,000)</u>	<u>1,290,418</u>
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	<u>10,407,510</u>	<u>643,495</u>	<u>11,051,005</u>	<u>8,910,636</u>	<u>325,427</u>	<u>9,236,063</u>
End of year	<u>\$ 11,018,731</u>	<u>\$ 2,101,771</u>	<u>\$ 13,120,502</u>	<u>\$ 10,407,510</u>	<u>\$ 643,495</u>	<u>\$ 11,051,005</u>

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Cash Flows

For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
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	<u>5,571,387</u>	<u>(303,426)</u>
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	<u>(1,184,688)</u>	<u>(193,922)</u>
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	<u>680,095</u>	<u>906,611</u>
End of year	<u>\$ 5,066,794</u>	<u>\$ 680,095</u>
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain (loss) on investments	<u>\$ (1,394,382)</u>	<u>\$ 914,311</u>
Property and equipment financed by accounts payable	<u>\$ 21,687</u>	<u>\$ -</u>

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

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Statement of Functional Expenses
For the Year Ended September 30, 2021

	<u>Program Services</u>	<u>General and Adminis- trative</u>	<u>Fundraising</u>	<u>Total</u>
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
	<u>3,689,295</u>	<u>1,181,527</u>	<u>574,022</u>	<u>5,444,844</u>
Occupancy:				
Rent and utilities	493,375	51,318	45,215	589,908
Depreciation	161,786	36,672	17,257	215,715
	<u>655,161</u>	<u>87,990</u>	<u>62,472</u>	<u>805,623</u>
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
	<u>931,836</u>	<u>435,003</u>	<u>158,106</u>	<u>1,524,945</u>
Total other	<u>931,836</u>	<u>435,003</u>	<u>158,106</u>	<u>1,524,945</u>
Total expenses	<u>\$ 5,276,292</u>	<u>\$ 1,704,520</u>	<u>\$ 794,600</u>	<u>\$ 7,775,412</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

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).

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**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:

	<u>2022</u>	<u>2021</u>
Donated services	\$ 472,565	\$ 570,121
Donated goods	<u>258,933</u>	<u>46,920</u>
	<u>\$ 731,498</u>	<u>\$ 617,041</u>

The Institute also receives a substantial amount of donated administrative services. Many individuals volunteer their time and perform a variety of tasks that help the 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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**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:

	<u>2022</u>	<u>2021</u>
Purpose restricted	\$ 1,271,660	\$ 643,495
Time restricted	<u>830,111</u>	<u>-</u>
	<u>\$ 2,101,771</u>	<u>\$ 643,495</u>

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**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	<u>1,534</u>	<u>-</u>	<u>-</u>	<u>1,534</u>
	<u>\$ 6,572,640</u>	<u>\$ -</u>	<u>\$ -</u>	<u>6,572,640</u>
Limited liability partnership (see below)				<u>1,416,564</u>
Total investments				<u>\$ 7,989,204</u>
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	<u>808,309</u>	<u>-</u>	<u>-</u>	<u>808,309</u>
	<u>\$ 6,785,034</u>	<u>\$ -</u>	<u>\$ -</u>	<u>6,785,034</u>
Limited liability partnership (see below)				<u>1,434,078</u>
Total investments				<u>\$ 8,219,112</u>

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**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	<u>374,117</u>
Total	<u>\$ 3,454,207</u>

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:

	<u>2022</u>	<u>2021</u>
Incurring qualifying expenses	\$ 3,887,800	\$ 773,802
Subject to measurable performance barriers	<u>2,907,015</u>	<u>222,907</u>
Total conditional promises to give	<u>\$ 6,794,815</u>	<u>\$ 996,709</u>

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:

	<u>2022</u>	<u>2021</u>
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	<u>66,682</u>	<u>49,313</u>
	6,805,198	2,330,653
Less - donor restricted cash and contributions receivable	<u>1,241,660</u>	<u>643,495</u>
Total financial assets and liquidity resources available within one year	<u>\$ 5,563,538</u>	<u>\$ 1,687,158</u>

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**10. PROPERTY AND EQUIPMENT AND DEPRECIATION**

Property and equipment consist of the following as of September 30:

	<u>2022</u>	<u>2021</u>
Leasehold improvements	\$ 2,586,602	\$ 2,354,140
Furniture and equipment	<u>642,631</u>	<u>680,966</u>
	3,229,233	3,035,106
Less - accumulated depreciation	<u>1,688,472</u>	<u>1,296,143</u>
Net property and equipment	<u>\$ 1,540,761</u>	<u>\$ 1,738,963</u>

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:

	<u>2022</u>	<u>2021</u>
Due in one year	\$ 1,671,722	\$ 1,301,245
Due in two years	<u>710,000</u>	<u>-</u>
	2,381,722	1,301,245
Less - discount	49,889	-
Less - current portion	<u>1,671,722</u>	<u>1,301,245</u>
	<u>\$ 660,111</u>	<u>\$ -</u>

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.

**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

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

- 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)

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)

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

- ◆ 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

- ◆ 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**



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

- 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 and Contract Manager and Managing Director with tracking clients' funds disbursement
- Assist Managing Director with staff reimbursements process

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
- Perform 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

Michael Kevin Mailloux

EXPERIENCE

International Institute of New England (IINE) 12/21-Present
Volunteer Coordinator for Resettlement

- Support administrative, programmatic and community relations functions of the volunteer program
- Ensures volunteers have completed all necessary paperwork
- Supports and delivers volunteer training
- Provides on-the-ground oversight for volunteer activities, including: furnishing apartments, delivering trainings, serving meals, and beyond.

Fidelity Investments 12/03 – 6/21
Merrimack, New Hampshire

Lead Senior Accounting Analyst

- Demonstrate proficiency in calculating, analyzing and reporting milrates, yields, and NAV's and other fund information daily.
- Prepare and/or review various reports, including exception accounts, aging receivables, and yield analysis.
- Analyze, research, and resolve interest and position breaks exception items.
- Prepare and analyze month-end reconciliation's, expenses, compliance tests, loan analysis, dividend estimates, over/under distributions, financial statements and audit packages.
- Provide daily support of business relationships with customer/suppliers on a fund-specific basis.

Fidelity Investments 2/98 – 12/03
Merrimack, New Hampshire

Senior Accounting Analyst

- Daily processing for Municipal/Taxable Money Market and Bond funds
- Complete and review month-end/year-end reconciliations
- Work on projects/new initiatives for fund accounting
- Research and resolve interest payment discrepancies
- Process investible cash for trading desk
- Train new hires and cross-train existing staff

Cigna HealthCare/Healthsource New Hampshire, Inc. 9/95 – 2/98
Hooksett, New Hampshire

Request for Proposal Analyst

- Complete group fact sheet
- Develop new and renewal rate proposals for all Healthsource NH's service area
- Develop/maintain reporting measures for membership on a monthly basis

EDUCATION

Nichols College
Dudley, Massachusetts
Bachelor of Science in Business Administration'
Concentration: Accounting

HONORS

Boston Company "Employee of the Month" award December 1994
Healthsource "Going the Extra Distance" award January 1996
Fidelity Investments "Employee of the Month" award March 2003

Multiple "Team Player" awards at Fidelity Investments

VOLUNTEER

ROCA Kidz Club, Food for Children, NH Food Bank, Vision International Missions

Haseena Niazi

Summary

I have three years of work experience as a Cashier. I have been studying English as a Second Language at IINE and MCC for two years. I did volunteer interpretation for Community Services and employment teams at IINE. I have study for CHWs Certification (Community Health Worker 2021).

Work Experience

Working with International institute of New England
Case Specialist, Community Services (Full-Time) November 1, - present
International Institute of New England
101 Jackson Street, Lowell, MA, USA August 2, 2021 – October 30, 2021.
Part-Time Interpreter

- Interpretation Community Services team on intakes and home visits,
- Interpretation to the employment service team on work orientation, creating resumes

Walmart 333, Tewksbury, MA, USA May 13, 2019 – Present
Cashier (Part-Time)

- I work in the Front-End Checkout as a Cashier

Dunkin Donuts, Lowell December 1, 2017-December 31, 2018
Cashier (Part-Time)

- I worked as a Cashier.
- I Operated cash registers, took food and drink orders and complete transactions

World Health Organization (WHO) (subcontractor for Government Hospital), Helmand,
Afghanistan January 1, 2008 –December 31, 2009
Immunization Specialist

- Administered vaccinations of disease prevention campaigns in Helmand Providence

Education

Studying Community Health Worker Certification with LCHEC Education Central (Lowell
Community Health Care Outreach Education) October-13 Fall- 2021

International Institute of New England Lowell, MA, USA 2019 - 2020
Mentor and Mentees Program

- I was mentee in the Mentor and Mentees program

Middlesex Community College, Lowell, MA, USA 2018 – 2019

- Attended ELL and ESL Classes

International Institute of New England Lowell, MA, USA 2017 - 2018

- Attended ESL and work Orientation

Aryana Institute of Higher Education, Kabul, Afghanistan 2013 - 2017

- completed nine semesters of medical training

Dewa Program, Kabul Afghanistan

2010 – 2012

- Preparing myself to pass examination for admission of Medical Faculty of University

Nahid –e Shahid High School, Kabul, Afghanistan

2006 - 2009

- Graduated from Nahid Shahid High school, Kabul, Afghanistan

Languages

Fluent in English, Pashto, Dari and Urdu

Colin Rugg

Program specialist with academic training in migration and displacement issues, and 2 years' professional experience providing community-based psychosocial and economic interventions for adults and children.

Professional Experience

International Institute of New England

Lead Case Specialist

July 2023—Present

- Supervise Case Specialists; provide regular feedback and evaluation according to IINE policies and procedures, provides weekly check ins with each staff member.
- Coordinate the day-to-day activities of the team, ensuring the highest priority cases and tasks are completed.
- Conduct and supervise weekly intakes and referrals to relevant health, social, housing, educational, and employment-related services.
- Provide and supervise comprehensive case management services to IINE clients including case planning, home visiting, program enrollment, advocacy, and coordinate core services appointments.

IDA Program Specialist

December 2022—Present

- Established and maintained program policies, protocols, and reporting requirements.
- Collaboratively developed savings plans, support, and frequent check-ins with a client caseload
- Developed and maintained strong relationships with community partners.
- Coordinated workshops and seminars pertaining to economic empowerment and self-sufficiency.

Community Services Intern

September 2022—December 2022

- Assisted staff with case management services for refugees, asylees, and other ORR-eligible classes.
- Managed client documentation, and prepare files for audit.
- Critically engaged with case management through integrated graduate-level coursework focused on the content of the internship, with a focus on ethical concerns and best practices of care.

Billerica Public Schools

Social Emotional Learning Interventionist

October 2021—May 2022

- Provided targeted interventions to support students grades K-4 with lagging social and emotional skills, including grounding techniques, conflict management, and executive functioning skills.
- Collected behavioral data and referred at-risk students in collaboration with the BCBA, School Psychologist, and Social Worker. Responded to emergency situations on an as-needed basis.

Remote Learning Support & Elementary Interventionist

February 2021—May 2021

- Supported students grades K-5 with low work completion during remote learning.
- Provided targeted academic interventions to a caseload of students flagged for lagging skills.
- Tracked and analyzed student Response to Intervention (RTI).

Boston Public Market

Seasonal Market Manager

June 2020—November 2020

- Managed vendors and daily functioning of BPM's seasonal farmers markets at Dewey Square and Seaport.
- Coordinated with vendors, BPM leadership, and partnering nonprofit organizations to promote vendors and organize events.

Cherry Hill Programs

Seasonal Set Manager & Area Coach

November 2019—January 2020

Colin Rugg



- Supervised staff, managed finances and daily functions at the holiday photo set at the Natick Mall.
- Acted as liaison between regional management and the Natick Mall office.
- Hired, schedules, and trained local managers and hourly staff for 10 malls employing over 300 individuals in New England.
- Provided empathetic customer service in a busy sales environment serving up to 1,000 customers a night.

Colin Rugg

Volunteer Experience

Committee Chair
Economic Justice Committee
NAACP, Manchester

May 2023—Present

- Accepted a the President's invitation to spearhead the institutionalization of the recently formed Economic Justice Committee in Manchester in preparation for a longer-term chair.
- Managed and coordinated projects dedicated to the economic success of BIPOC living in the Greater Manchester Area.
- Developed close relationships with NAACP executive members and relevant community partner organizations.

ESL Tutor
University of Vermont

September 2015—May 2018

- Assisted adult English language learners practice their vocabulary, phonology, and conversational skills in a welcoming and supportive environment.
- Worked across a broad range of identities and statuses, including refugees, migrants, and English language learners abroad.

Certifications & Trainings

R&P Certification, USCRI, 2023

Preferred Communities Certification, USCRI, 2023

Psychosocial Support for Migrants, IOM, 2022

Community-Based Mental Health and Psychosocial Support in Emergencies and Displacement, IOM

Psychological First Aid, National Child Traumatic Stress Network, 2022

Crisis Prevention Intervention Training, Crisis Prevention Institute, 2022

QPR Suicide Awareness & Prevention Training, QPR Institute, 2022

Technical Skills

Microsoft Suite (including Word, Excel, Outlook, and PowerPoint)

Database Management (Apricot and Outcome Tracker)

Organizational, verbal, written, and interpersonal skills

Language Skills

English, Native

Russian, Lower Intermediate (ACTFL, 2018)

Spanish, Upper Intermediate (DELE, 2016)

Education

Bachelor of Arts

Geography, Global Studies, and Russian Language & Culture

University of Vermont

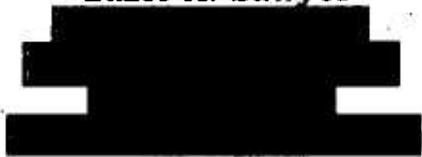
2014—2018

Benedict Prize for Top Student Essay in International Affairs, 2018

Russian House, 2015-2017

Integrated Social Sciences Program, 2014

Zazie A. Sawyer



Skill Areas

Disaster Relief	Sensitive to Cultural Diversity
Women's Issues	Excellent Interpersonal Skills
Interactive Teaching/Learning	Flexible
Microsoft Word, Excel, Powerpoint	Community Outreach/Organizing

Education

2009 – 2013 **University of West Florida** - Pensacola, FL

Bachelor of Arts : International Studies

Minor in Maritime Studies

Work Experience

04/2023 – Present **International Institute of New England** – Manchester, NH.

Case Specialist, Community Services.

Provide initial reception and placement services as well as comprehensive case management services to clients including case planning, home visiting, program enrollment, advocacy, and coordinate core services appointments.

06/2019 – 07/2020 **Montessori School Of Pensacola** – Pensacola, FL.

Assistant Teacher.

Assisted with classroom management, lesson planning, grading and tutoring for ages 9-12.

11/2017 – 08/2018 **Greenpeace** – St. Petersburg, FL. *Community*

Organizer

Responsible for community outreach, acquiring new monthly Greenpeace members, promoting and educating the public on company missions and values through social media platforms and in person.

Volunteer Experience

10/2017 – 11/2017 **American Red Cross** – USVI/St. Thomas *Disaster Relief*

Volunteer

Coordinated and executed logistics for bulk distribution of emergency supplies and various door-to-door relief aid after Hurricane Maria.

06/2014 – 10/2015 **United States Peace Corps** – Burkina Faso, West
Africa *Volunteer*

TEFL Volunteer to 200 students ages 14-20. Gender Development Club/Girl's
Club Organizer.

Languages

Bilingual French/English

International Institute of New England

Key Personnel

FY24

Name	Job Title	Salary Amount Paid from this Contract
Henry Harris	Managing Director	\$43,680
Kayla Rossmeissl	Senior Program & Contract Manager	\$5,719
Kateryna Kelly	Community Services Manager	\$7,021
Mike Mailloux	Volunteer Coordinator	\$11,032
Sarah Niazi	Lead Case Specialist	\$21,202
Colin Rugg	Lead Case Specialist	\$21,202
Zazie Sawyer	Case Specialist	\$38,844

FY25

Name	Job Title	Salary Amount Paid from this Contract
Henry Harris	Managing Director	\$2,724
Kayla Rossmeissl	Senior Program & Contract Manager	\$1,906
Kateryna Kelly	Community Services Manager	\$2,340
Mike Mailloux	Volunteer Coordinator	\$3,677
Sarah Niazi	Lead Case Specialist	\$7,067
Colin Rugg	Lead Case Specialist	\$7,067
Zazie Sawyer	Case Specialist	\$12,948

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Lori A. Weaver
Interim 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

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May 30, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** amendment to the existing contract with the Contractor listed below in **bold**, to continue to provide school related services for newly arriving and vulnerable refugees within New Hampshire, by increasing the total price limitation by \$39,000 from \$805,000 to \$844,000, and by extending the completion date from September 29, 2023 to September 29, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on March 21, 2018, Item #8, amended on September 18, 2019, Item #7, amended on June 16, 2021, Item #10, and most recently amended on June 1, 2022, Item #12.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc. Concord, NH	222201	Statewide	\$402,500	\$0	\$402,500
International Institute of New England, Inc. Boston, MA	177551	Statewide	\$402,500	\$39,000	\$441,500
		Total:	\$805,000	\$39,000	\$844,000

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

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

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion date beyond the available renewal options and add federal funding. The Contractor has an agreement with the United States Department of State to participate in the U.S. Refugee Program. Through this contract with the Department, the Contractor receives and resettles the clients and has built a trusting relationship with these refugee families being served. The Contractor also uniquely possesses the linguistic and cultural resources necessary to work successfully with these families.

The purpose of this request is for the Contractor to continue to provide pre-kindergarten through graduation academic support services to newly arriving and vulnerable New Hampshire refugees children and families who have arrived in the United States within the past five (5) years, allowing them to adjust to the educational social environment of the United States and to enable the students to excel and adapt academically. The Contractor will continue to provide culturally competent assistance, in collaboration with agencies who provide health and mental health care services, child care, and social services, in order to strengthen the ability of refugee children to achieve success in New Hampshire school systems.

Approximately 500 individuals will be served during State Fiscal Years 2023, 2024, and 2025.

The Contractor currently assists recently transitioned students and families to obtain academic excellence through interpretation services, school enrollment and orientation assistance, linguistically appropriate tutoring, social integration and leadership development support, and referrals and guidance for pre-kindergarten supports and services.

The Department will continue to monitor services by:

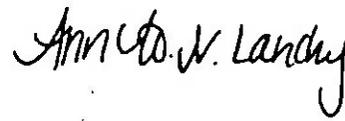
- Conducting semi-annual progress reports; and
- Performing in-person meetings to review the employability plans, case notes, and progress reports for individual cases.

Should the Governor and Executive Council not authorize this request, newly arriving and vulnerable New Hampshire refugee children and their families may be unable to receive adequate support in school, leading to maladjustment and poor performance.

Source of Federal Funds: Assistance Listing Number #93.566, FAIN #2201NHRSSS.

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

Respectfully submitted,



for:

Lori A. Weaver
Interim Commissioner

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

This Amendment to the Refugee School Impact 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 March 21, 2018 (Item #8), as amended on September 18, 2019 (Item #7), on June 16, 2021 (Item #10), and on June 1, 2022 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, as amended, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 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 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 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$441,500
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit A, Scope of Services, Section 4, Subsection 4.2., by replacing Table 1 in its entirety, to read:

4.2. Table 1

Reporting Period	Semi-Annual Report Due
10/1/2021 – 3/31/2022	4/15/2022
4/1/2022 – 9/30/2022	10/15/2022
10/1/2022 – 3/31/2023	4/15/2023
4/1/2023 – 9/30/2023	10/15/2023
10/1/2023 – 3/31/2024	4/15/2024
4/1/2024 – 9/30/2024	10/15/2024

5. Modify Exhibit B, Amendment #3, Method and Conditions Precedent to Payment, Section 1, to read:

1. This Agreement is funded by:
 - 1.1. 100%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services, Administration for Children and Families, CFDA 93.566, FAIN 22G99RSF2/22G992210.

International Institute of New England, Inc.

A-S-1.3

Contractor Initials

DS
JT

6. Modify Exhibit B, Amendment #3, Method and Conditions Precedent to Payment, Section 3, to read:
 3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-14, Budget – Amendment # 4.
7. Modify Exhibit B-13 Amendment #3 SFY 2023 Budget, by replacing in its entirety with Exhibit B-13, Budget – Amendment #4 (SFY 2023), which is attached hereto and incorporated by reference herein.
8. Modify Exhibit B-14 Amendment #3 SFY 2024 Budget, by replacing in its entirety with Exhibit B-14, Budget – Amendment #4 (SFY 2024), which is attached hereto and incorporated by reference herein.

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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

5/30/2023

Date

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

International Institute of New England

5/30/2023

Date

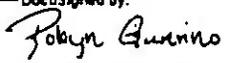
DocuSigned by:
Jeffrey Thielman
Name: Jeffrey Thielman
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/30/2023

Date

DocuSigned by:

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	
Contractor Name: International Institute of New England Inc (IINE)	
Contract Number: 201803077-CO-AM-001 (RFP 2018)	
Contract Period: 1/1/18	
Line Item	Program Goal - Funded by D008
	177,872
I. Salary & Wages	
	98,347
J. Fringe Benefits	
	98
K. Contractual	
	98
L. Equipment <small>(Equipment will not be applied to remaining needs per 1 CFR 200.1 and Amendment N to 1 CFR 200)</small>	
Long Supplies - Educational	
Long Supplies - Lab	
Long Supplies - Pharmacy	
Long Supplies - Medical	
Long Supplies - Other	
	98
M. Total	11,900
	974
N. Payments	
N.1. Other - Instructional Development	
N.2. Other - Salaries and Wages	
N.3. Other - Other needs related	
Other contract awards	
	98
O. Subcontractor Contract	
Total Direct Costs	130,041
Total Indirect Costs	12,859
Total	142,899

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Contractor Initials
Date 5/30/2023

Full Hospital - Department of Health and Human Services General Fund - International Institute of New England, Inc (IINE) Budget Requested for: Refugee Naturalization Program Budget Period: 04/01/2023 - 03/31/2024 Budget Base: 112%	
Line Item	Program Cost - Funded by D-06
	113,427
1. Salary & Wages	
	11,000
2. Fringe Benefits	
	90
3. Commissions	
	90
4. Expenses	
Indirect cost rate applied to eligible equipment costs per 1 CFR 101.118 and 48 CFR 101.118, 2018.	
4.01 Supplies - Educational	11,000
4.02 Supplies - Lab	11,000
4.03 Supplies - Pharmacy	90
4.04 Supplies - Medical	90
4.05 Supplies - Other	900
	13,780
5. Travel	
	11,000
6. Materials	
	90
7. Other Direct - Indirect Compensation	
	90
8. Other Direct - Education and Training	
	90
9. Other Direct - Other Health Related	
9.01 Indirect Support	90
9.02 Indirect Support	90
9.03 Indirect Support	90
9.04 Indirect Support	90
	360
10. Indirect Cost Rate	
10.01 Indirect Cost	11,000
10.02 Indirect Cost	11,000
10.03 Indirect Cost	90
10.04 Indirect Cost	90
10.05 Indirect Cost	900
	13,780

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Contractor Initials
Date 5/30/2023

12 MAC



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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-832-3345 Ext. 9200

Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Stibbette
Commissioner

Lori A. Weaver
Deputy Commissioner

April 27, 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 contracts with the Contractors listed below for school-related services for vulnerable New Hampshire refugees, by increasing the total price limitation by \$205,000 from \$600,000 to \$805,000 with no change to the contract completion dates of September 29, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on March 21, 2018, Item #8, amended on September 18, 2019, Item #7, and most recently amended on June 16, 2021, Item #10.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Statewide	\$300,000	\$102,500	\$402,500
International Institute of New England, Inc.	177551	Statewide	\$300,000	\$102,500	\$402,500
		Total:	\$600,000	\$205,000	\$805,000

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide assistance to refugee students grades pre-k through graduation statewide, who are within five (5) years of arrival to the United States in order that they may achieve improved academic performance and social adjustments. Additionally, the

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

Contractor will now support Office of Refugee Resettlement (ORR) eligible clients from Afghanistan.

Approximately 200 individuals will be served during State Fiscal Years 2022 and 2023.

The Contractors provide culturally competent assistance, in collaboration with agencies who provide health and mental health care services, child care, and social services, in order to strengthen the ability of refugee children to achieve success in New Hampshire school systems. Direct assistance is provided to all newly arrived students and their parents in areas that include:

- School enrollment and orientation for students and their parents;
- Linguistically appropriate tutoring;
- Academic support;
- Interpretation services;
- Social integration and leadership development support; and
- Referrals and guidance for pre-kindergarten supports and services.

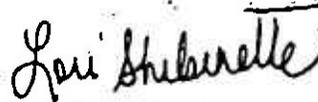
The Department will monitor performance of the contractors through semi-annual progress reports and during in-person meetings to review the employability plans, case notes, and progress reports.

Should the Governor and Executive Council not authorize this request, refugee children and their parents may lack support necessary to succeed in school.

Source of Federal Funds: Assistance Listing Number #93.566, FAIN # Refugee Funds 22G89RSF2, FAIN # Afghan Funds 22G892210.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

05-95-095-72090000-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER; REFUGEE SERVICES

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$24,375	\$74,375
2023	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$32,500	\$82,500
2024	102/500731	Contracts for Prog Svcs	95070015	\$12,500	\$8,125	\$20,625
			Subtotal:	\$300,000	\$65,000	\$365,000

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2022	102/500731	Contracts for Prog Svcs	95070020	\$0	\$14,063	\$14,063
2023	102/500731	Contracts for Prog Svcs	95070020	\$0	\$18,750	\$18,750
2024	102/500731	Contracts for Prog Svcs	95070020	\$0	\$4,687	\$4,687
			Subtotal:	\$0	\$37,500	\$37,500
			Contract Total:	\$300,000	\$102,500	\$402,500

International Institute of New England, Inc. (177551)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$13,734	\$63,734
2023	102/500731	Contracts for Prog Svcs	95070015	\$50,000	\$40,944	\$90,944
2024	102/500731	Contracts for Prog Svcs	95070015	\$12,500	\$10,322	\$22,822
			Subtotal:	\$300,000	\$65,000	\$365,000

International Institute of New England, Inc. (177551)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2022	102/500731	Contracts for Prog Svcs	95070020	\$0	\$7,896	\$7,896
2023	102/500731	Contracts for Prog Svcs	95070020	\$0	\$23,681	\$23,681
2024	102/500731	Contracts for Prog Svcs	95070020	\$0	\$5,923	\$5,923
			Subtotal:	\$0	\$37,500	\$37,500
			Contract Total:	\$300,000	\$102,500	\$402,500

Totals \$600,000 \$205,000 \$805,000

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

This Amendment to the Refugee School Impact 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 March 21, 2018 (Item #8), as amended on September 18, 2019 (Item #7), as amended on June 16, 2021 (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 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 herelo agree to amend as follows:

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

\$402,500.

2. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

The Contractor shall provide services to refugee children up to age eighteen (18) years or through high school graduation from the Manchester and Nashua School Districts; who have been resettled through the Contractor's Manchester Resettlement Program, and who have been in the United States for less than five (5) years at the beginning of the school year. Refugees may include, but are not limited to:

2.1.1. Asylees.

2.1.2. Individuals who have a special immigrant visa (SIVs).

2.1.3. Other Office of Refugees Resettlement (ORR) defined eligible immigrants.

2.1.4. Secondary migrants if they move to the Manchester or Nashua communities.

2.1.5. Humanitarian parolees from Afghanistan.

3. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.3. to read:

3.3. Reserved.

4. Modify Exhibit A, Scope of Services, Section 4, Subsection 4.2., by replacing Table 1 in its entirety, to read:

4.2. Table 1

Reporting Period	Semi-Annual Report Due
10/1/2021 – 3/31/2022	4/15/2022
4/1/2022 – 9/30/2022	10/15/2022
10/1/2022 – 3/31/2023	4/15/2023
4/1/2023 – 9/30/2023	10/15/2023

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5. Modify Exhibit B, Amendment #2, Method and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 91%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Administration for Children and Families, CFDA 93.566, FAIN 22G99RSF2.
 - 1.2. 9%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Administration for Children and Families, CFDA 93.566, FAIN 22G992210.
6. Modify Exhibit B, Amendment #2, Method and Conditions Precedent to Payment, Section 3, to read:
 3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget, through Exhibit B-14, Budget Amendment #3.
7. Add Exhibits B-9 Amendment #3 SFY 2022 Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibits B-10 Amendment #3 SFY 2023 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibits B-11 Amendment #3 SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibits B-12 Amendment #3-SFY 2022 Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibits B-13 Amendment #3 SFY 2023 Budget, which is attached hereto and incorporated by reference herein.
12. Add Exhibits B-14 Amendment #3 SFY 2024 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 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/6/2022

Date

DocuSigned by:

Ann H. Landry

Name: Ann H. Landry

Title: Associate Commissioner

International Institute of New England, Inc.

5/3/2022

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

5/10/2022

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-4, Amendment 1, SFY 2022 Budget

New Hampshire Department of Health and Human Services										
Contractor Nation International Institute of New England, Inc.										
Project Title: Refugee School Impact Program - Supplemental Funds										
Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)										
Line Item	Total Requested Total			Contractor Shared Budget			Funded by SFY22 additional funds			Total
	Amount	Contract	Type	Amount	Contract	Type	Amount	Contract	Type	
1.0001	10000			10000			10000			10000
1.0002	10000			10000			10000			10000
1.0003	10000			10000			10000			10000
1.0004	10000			10000			10000			10000
1.0005	10000			10000			10000			10000
1.0006	10000			10000			10000			10000
1.0007	10000			10000			10000			10000
1.0008	10000			10000			10000			10000
1.0009	10000			10000			10000			10000
1.0010	10000			10000			10000			10000
1.0011	10000			10000			10000			10000
1.0012	10000			10000			10000			10000
1.0013	10000			10000			10000			10000
1.0014	10000			10000			10000			10000
1.0015	10000			10000			10000			10000
1.0016	10000			10000			10000			10000
1.0017	10000			10000			10000			10000
1.0018	10000			10000			10000			10000
1.0019	10000			10000			10000			10000
1.0020	10000			10000			10000			10000
1.0021	10000			10000			10000			10000
1.0022	10000			10000			10000			10000
1.0023	10000			10000			10000			10000
1.0024	10000			10000			10000			10000
1.0025	10000			10000			10000			10000
1.0026	10000			10000			10000			10000
1.0027	10000			10000			10000			10000
1.0028	10000			10000			10000			10000
1.0029	10000			10000			10000			10000
1.0030	10000			10000			10000			10000
1.0031	10000			10000			10000			10000
1.0032	10000			10000			10000			10000
1.0033	10000			10000			10000			10000
1.0034	10000			10000			10000			10000
1.0035	10000			10000			10000			10000
1.0036	10000			10000			10000			10000
1.0037	10000			10000			10000			10000
1.0038	10000			10000			10000			10000
1.0039	10000			10000			10000			10000
1.0040	10000			10000			10000			10000
1.0041	10000			10000			10000			10000
1.0042	10000			10000			10000			10000
1.0043	10000			10000			10000			10000
1.0044	10000			10000			10000			10000
1.0045	10000			10000			10000			10000
1.0046	10000			10000			10000			10000
1.0047	10000			10000			10000			10000
1.0048	10000			10000			10000			10000
1.0049	10000			10000			10000			10000
1.0050	10000			10000			10000			10000
1.0051	10000			10000			10000			10000
1.0052	10000			10000			10000			10000
1.0053	10000			10000			10000			10000
1.0054	10000			10000			10000			10000
1.0055	10000			10000			10000			10000
1.0056	10000			10000			10000			10000
1.0057	10000			10000			10000			10000
1.0058	10000			10000			10000			10000
1.0059	10000			10000			10000			10000
1.0060	10000			10000			10000			10000
1.0061	10000			10000			10000			10000
1.0062	10000			10000			10000			10000
1.0063	10000			10000			10000			10000
1.0064	10000			10000			10000			10000
1.0065	10000			10000			10000			10000
1.0066	10000			10000			10000			10000
1.0067	10000			10000			10000			10000
1.0068	10000			10000			10000			10000
1.0069	10000			10000			10000			10000
1.0070	10000			10000			10000			10000
1.0071	10000			10000			10000			10000
1.0072	10000			10000			10000			10000
1.0073	10000			10000			10000			10000
1.0074	10000			10000			10000			10000
1.0075	10000			10000			10000			10000
1.0076	10000			10000			10000			10000
1.0077	10000			10000			10000			10000
1.0078	10000			10000			10000			10000
1.0079	10000			10000			10000			10000
1.0080	10000			10000			10000			10000
1.0081	10000			10000			10000			10000
1.0082	10000			10000			10000			10000
1.0083	10000			10000			10000			10000
1.0084	10000			10000			10000			10000
1.0085	10000			10000			10000			10000
1.0086	10000			10000			10000			10000
1.0087	10000			10000			10000			10000
1.0088	10000			10000			10000			10000
1.0089	10000			10000			10000			10000
1.0090	10000			10000			10000			10000
1.0091	10000			10000			10000			10000
1.0092	10000			10000			10000			10000
1.0093	10000			10000			10000			10000
1.0094	10000			10000			10000			10000
1.0095	10000			10000			10000			10000
1.0096	10000			10000			10000			10000
1.0097	10000			10000			10000			10000
1.0098	10000			10000			10000			10000
1.0099	10000			10000			10000			10000
1.0100	10000			10000			10000			10000
TOTAL	11,375,000			11,375,000			11,375,000			11,375,000
Initial C & P Percent of Total				31%						31%


 Contractor Initial: JT
 Date: 5/17/2022

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Exhibit B-16, Amendment 1, SFY 2022 Budget

New Hampshire Department of Health and Human Services											
Committed Hours International Institute of New England, Inc.											
Project: Title: Refugee School Impact Program - Supplemental Funds											
Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)											
Line Item	Total Program Total			Committed Hours / Month			Percent of SFY-22 BARS in 1 Month				
	Actual	Booked	YTD	Actual	Booked	YTD	Actual	Booked	YTD		
1. Personnel	1,000,000		1,000,000				1,000,000		1,000,000		
2. Materials											
3. Travel											
4. Printing											
5. Postage											
6. Telephone											
7. Medical											
8. Food											
9. Laundry											
10. Office Supplies											
11. Printing											
12. Postage											
13. Telephone											
14. Medical											
15. Food											
16. Laundry											
17. Office Supplies											
18. Printing											
19. Postage											
20. Telephone											
21. Medical											
22. Food											
23. Laundry											
24. Office Supplies											
25. Printing											
26. Postage											
27. Telephone											
28. Medical											
29. Food											
30. Laundry											
31. Office Supplies											
32. Printing											
33. Postage											
34. Telephone											
35. Medical											
36. Food											
37. Laundry											
38. Office Supplies											
39. Printing											
40. Postage											
41. Telephone											
42. Medical											
43. Food											
44. Laundry											
45. Office Supplies											
46. Printing											
47. Postage											
48. Telephone											
49. Medical											
50. Food											
51. Laundry											
52. Office Supplies											
53. Printing											
54. Postage											
55. Telephone											
56. Medical											
57. Food											
58. Laundry											
59. Office Supplies											
60. Printing											
61. Postage											
62. Telephone											
63. Medical											
64. Food											
65. Laundry											
66. Office Supplies											
67. Printing											
68. Postage											
69. Telephone											
70. Medical											
71. Food											
72. Laundry											
73. Office Supplies											
74. Printing											
75. Postage											
76. Telephone											
77. Medical											
78. Food											
79. Laundry											
80. Office Supplies											
81. Printing											
82. Postage											
83. Telephone											
84. Medical											
85. Food											
86. Laundry											
87. Office Supplies											
88. Printing											
89. Postage											
90. Telephone											
91. Medical											
92. Food											
93. Laundry											
94. Office Supplies											
95. Printing											
96. Postage											
97. Telephone											
98. Medical											
99. Food											
100. Laundry											
101. Office Supplies											
102. Printing											
103. Postage											
104. Telephone											
105. Medical											
106. Food											
107. Laundry											
108. Office Supplies											
109. Printing											
110. Postage											
111. Telephone											
112. Medical											
113. Food											
114. Laundry											
115. Office Supplies											
116. Printing											
117. Postage											
118. Telephone											
119. Medical											
120. Food											
121. Laundry											
122. Office Supplies											
123. Printing											
124. Postage											
125. Telephone											
126. Medical											
127. Food											
128. Laundry											
129. Office Supplies											
130. Printing											
131. Postage											
132. Telephone											
133. Medical											
134. Food											
135. Laundry											
136. Office Supplies											
137. Printing											
138. Postage											
139. Telephone											
140. Medical											
141. Food											
142. Laundry											
143. Office Supplies											
144. Printing											
145. Postage											
146. Telephone											
147. Medical											
148. Food											
149. Laundry											
150. Office Supplies											
151. Printing											
152. Postage											
153. Telephone											
154. Medical											
155. Food											
156. Laundry											
157. Office Supplies											
158. Printing											
159. Postage											
160. Telephone											
161. Medical											
162. Food											
163. Laundry											
164. Office Supplies											
165. Printing											
166. Postage											
167. Telephone											
168. Medical											
169. Food											
170. Laundry											
171. Office Supplies											
172. Printing											
173. Postage											
174. Telephone											

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Exhibit B-11, Amendment 1, RFP 2021 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: International Institute of New England, Inc.											
Project Title: Refugee School Impact Program - Supplemental Funds											
Budget Period: July 1, 2021 - September 30, 2021 (RFP 2021)											
Line Item	Total Requested Cost			Contractor Share (MHA)			Funded by Other Grants and Funds			Total	
	Amount	Position	Year	Amount	Position	Year	Amount	Position	Year		
1. Total Requested Cost	1,632,841			1,632,841			1,632,841			1,632,841	
2. Contractor Share	1,632,841			1,632,841			1,632,841			1,632,841	
3. Other Grants and Funds											
4. Total											
5. Personnel											
6. Materials											
7. Travel											
8. Other											
9. Total											
10. Other											
11. Total											
12. Total											
13. Total											
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97. Total											
98. Total											
99. Total											
100. Total											

Contractor Name: **JT**
 Date: **5/3/2022**

<u>Position</u>	<u>LOE</u>
Case Specialist (TBH)	53.7%
Manager, Community Services	10.0%

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Chart B-1, Amendment 1, FTY 2022 Budget

New Hampshire Department of Health and Human Services

Controller Robert International Health of New England, Inc.

Project Title: Refugee School Impact Program - Afghan

Budget Period: July 1, 2021 - June 30, 2022 (FTY 2022)

Line Item	Total Program Cost			Committed thru 7/1/21			Voted by State (2022) (2022)		
	Amount	Balance	YTD	Amount	Balance	YTD	Amount	Balance	YTD
1. Total Available	1,712,717		1,712,717				1,712,717		1,712,717
2. Total Available									
3. Total Available									
4. Total Available									
5. Total Available									
6. Total Available									
7. Total Available									
8. Total Available									
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10. Total Available									
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90. Total Available									
91. Total Available									
92. Total Available									
93. Total Available									
94. Total Available									
95. Total Available									
96. Total Available									
97. Total Available									
98. Total Available									
99. Total Available									
100. Total Available									
TOTAL	1,712,717		1,712,717				1,712,717		1,712,717


 Controller
 5/17/2022

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Exhibit B-13, Amendment 1, SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor Name: International Institute of New England, Inc.
 Project Title: Refugee School Impact Program - Afghan
 Budget Period: July 1, 2022 - June 30, 2023 (SFY 2022)

Line Item	YTD Program Cost			Contractor Budget Total			Funded by SFY 2022 Contract Budget		
	Start	End	Total	Start	End	Total	Start	End	Total
1. Local Education	7/1/22		12500				7/1/22		12500
2. Contract Services	7/1/22		12500				7/1/22		12500
3. Personnel									
4. Materials									
5. Travel									
6. Information Technology									
7. Professional Fees									
8. Printing									
9. Postage									
10. Telephone									
11. Other									
12. Total									
13. Contract Services									
14. Personnel									
15. Materials									
16. Travel									
17. Information Technology									
18. Professional Fees									
19. Printing									
20. Postage									
21. Telephone									
22. Other									
23. Total									
24. Contract Services									
25. Personnel									
26. Materials									
27. Travel									
28. Information Technology									
29. Professional Fees									
30. Printing									
31. Postage									
32. Telephone									
33. Other									
34. Total									
35. Contract Services									
36. Personnel									
37. Materials									
38. Travel									
39. Information Technology									
40. Professional Fees									
41. Printing									
42. Postage									
43. Telephone									
44. Other									
45. Total									
46. Contract Services									
47. Personnel									
48. Materials									
49. Travel									
50. Information Technology									
51. Professional Fees									
52. Printing									
53. Postage									
54. Telephone									
55. Other									
56. Total									
57. Contract Services									
58. Personnel									
59. Materials									
60. Travel									
61. Information Technology									
62. Professional Fees									
63. Printing									
64. Postage									
65. Telephone									
66. Other									
67. Total									
68. Contract Services									
69. Personnel									
70. Materials									
71. Travel									
72. Information Technology									
73. Professional Fees									
74. Printing									
75. Postage									
76. Telephone									
77. Other									
78. Total									
79. Contract Services									
80. Personnel									
81. Materials									
82. Travel									
83. Information Technology									
84. Professional Fees									
85. Printing									
86. Postage									
87. Telephone									
88. Other									
89. Total									
90. Contract Services									
91. Personnel									
92. Materials									
93. Travel									
94. Information Technology									
95. Professional Fees									
96. Printing									
97. Postage									
98. Telephone									
99. Other									
100. Total									
101. Contract Services									
102. Personnel									
103. Materials									
104. Travel									
105. Information Technology									
106. Professional Fees									
107. Printing									
108. Postage									
109. Telephone									
110. Other									
111. Total									
112. Contract Services									
113. Personnel									
114. Materials									
115. Travel									
116. Information Technology									
117. Professional Fees									
118. Printing									
119. Postage									
120. Telephone									
121. Other									
122. Total									
123. Contract Services									
124. Personnel									
125. Materials									
126. Travel									
127. Information Technology									
128. Professional Fees									
129. Printing									
130. Postage									
131. Telephone									
132. Other									
133. Total									
134. Contract Services									
135. Personnel									
136. Materials									
137. Travel									
138. Information Technology									
139. Professional Fees									
140. Printing									
141. Postage									
142. Telephone									
143. Other									
144. Total									
145. Contract Services									
146. Personnel									
147. Materials									
148. Travel									
149. Information Technology									
150. Professional Fees									
151. Printing									
152. Postage									
153. Telephone									
154. Other									
155. Total									
156. Contract Services									
157. Personnel									
158. Materials									
159. Travel									
160. Information Technology									
161. Professional Fees									
162. Printing									
163. Postage									
164. Telephone									
165. Other									
166. Total									
167. Contract Services									
168. Personnel									
169. Materials									
170. Travel									
171. Information Technology									
172. Professional Fees									
173. Printing									
174. Postage									
175. Telephone									
176. Other									
177. Total									
178. Contract Services									
179. Personnel									
180. Materials									
181. Travel									
182. Information Technology									
183. Professional Fees									
184. Printing									
185. Postage									
186. Telephone									
187. Other									
188. Total									

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Table B-14, Amendment 1, SFY 2021 Budget

New Hampshire Department of Health and Human Services

Catholic Home International Institute of New England, Inc.

Project Title: Refugee School Impact Program - Afghan

Budget Period: July 1, 2021 - September 30, 2021 (SFY 2021)

Line Item	Total Original Total			Contract of Service (Miles)			Funded by SFY21 Contract Lines		
	Amount	Units	Total	Amount	Units	Total	Amount	Units	Total
1. Total Available	1,107,200		1,107,200				1,107,200		1,107,200
2. Available for Contract	1,107,200		1,107,200				1,107,200		1,107,200
3. Available for Contract									
4. Available for Contract									
5. Available for Contract									
6. Available for Contract									
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TOTAL	1,107,200		1,107,200				1,107,200		1,107,200


 Contract Value
 Date: 5/3/2022

<u>Position</u>	<u>LOE</u>
Case Specialist (TBH)	46.3% Expected to start in March'22

10 mac



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. Shibllette
Commissioner

Lori A. Weaver
Deputy Commissioner

June 10, 2021

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** amendments to existing contracts with the vendors listed below for school related services for newly arriving and vulnerable New Hampshire refugees, by increasing the total price limitation by \$200,000 from \$400,000 to \$600,000 and by extending the completion dates from September 30, 2021 to September 29, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on March 21, 2018, item #8 and most recently amended with Governor and Council approval on September 18, 2019, item #7.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Statewide	\$200,000	\$100,000	\$300,000
International Institute of New England, Inc.	177551	Statewide	\$200,000	\$100,000	\$300,000
		TOTALS:	\$400,000	\$200,000	\$600,000

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

See attached fiscal details.

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

EXPLANATION

This request is **Sole Source** because the Department is extending contract beyond the completion date and there are no renewal options available. The Department is extending these contracts as the Contractors are under contract with the United States Department of State to resettle families via the U.S. Refugee Program. Through these contracts, the Contractors receive pertinent demographic information, and develops and implements integration plans for each refugee arriving in the State of New Hampshire area, therefore the Contractors are uniquely qualified to provide these services.

The purpose of this request is to provide assistance to refugee students in Concord, Manchester and Nashua who are within one (1) year of arrival to the United States in order that they may achieve improved academic performance and social adjustments.

Approximately 400 students in the Concord, Manchester and Nashua area will be served from October 1, 2019 to September 30, 2023.

The Contractors provide culturally competent assistance, in collaboration with agencies who provide health and mental health care services, child care, and social services, in order to strengthen the ability of refugee children to achieve success in New Hampshire school systems. Direct assistance is provided to newly arrived students in these areas:

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

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

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

Should the Governor and Executive Council not authorize this request, refugee children and their parents may lack support necessary to succeed in school.

Area served: Statewide

Source of Funds: CFDA # 93.566 FAIN# 1901NHRSOC

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is fluid and cursive, with a prominent flourish at the end.

Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$12,500	\$37,500	\$50,000
2023	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2024	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			Subtotal:	\$200,000	\$100,000	\$300,000

International Institute of New England, Inc. (177651)

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$12,500	\$37,500	\$50,000
2023	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2024	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			Subtotal:	\$200,000	\$100,000	\$300,000

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

This Amendment to the Refugee School Impact 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 March 21, 2018 (Item #8), as amended on September 18, 2019, (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 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement 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 29, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$300,000.
3. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-6 Budget Amendment #2, which is attached hereto and incorporated by reference herein.
5. Add Exhibit B-7 Budget Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-8 Budget Amendment #2, 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 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

5/24/2021

Date

DocuSigned by:

Ann H. N. Landry

24BA837ED8ED480...

Name: Ann H. N. Landry

Title: Associate Commissioner

International Institute of New England, Inc.

5/5/2021

Date

DocuSigned by:

Jeffrey Thielman

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Name: Jeffrey Thielman

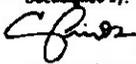
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/24/2021

Date

DocuSigned by:

D3CAB297E132C4AE...

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:

New Hampshire Department of Health and Human Services
Refugee School Impact Program
EXHIBIT B, Amendment #2



Method and Conditions Precedent to Payment

1. This Agreement is funded by Federal Funds from the US Department of Health and Human Services, Federal Office of Refugee Resettlement, Refugee School Impact (RSI) Program, as awarded on September 29, 2020, by the US Department of Health and Human Services, Federal Office of Refugee Resettlement, CFDA # 93.566 FAIN# 1901NHRSOC.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 20% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-8, Budget, Amendment #2. The Contractor shall include additional documentation, as requested by the Department, that includes, but is not limited to:
 - 3.1. Receipts.
 - 3.2. Timecards.
 - 3.3. Cost allocation sheets.
 - 3.4. Credit card statements.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to beth.kelly@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and

**New Hampshire Department of Health and Human Services
Refugee School Impact Program
EXHIBIT B, Amendment #2**



if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part

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**New Hampshire Department of Health and Human Services
Refugee School Impact Program
EXHIBIT B, Amendment #2**



200. Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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

12.4. 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.

DS
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5/5/2021

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Exhibit B-6, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Budget/Program Name: International Institute of New England
 Budget Request for: Refugee School Support Program
 (page 2 of 2)
 Budget Period: July 1, FY11 - June 2012

Line Item	Total Program Cost			Contractor Shared Costs			Funded by Other State and Other		
	Direct Instructional	Indirect	Total	Direct Instructional	Indirect	Total	Direct Instructional	Indirect	Total
1. Total Employment	2,327,800	-	2,327,800	-	-	-	2,327,800	-	2,327,800
2. Personnel Services	2,327,800	-	2,327,800	-	-	-	2,327,800	-	2,327,800
3. Materials	-	-	-	-	-	-	-	-	-
4. Travel	-	-	-	-	-	-	-	-	-
5. Printing and Reproduction	-	-	-	-	-	-	-	-	-
6. Postage and Courier Services	-	-	-	-	-	-	-	-	-
7. Information Technology	-	-	-	-	-	-	-	-	-
8. Telephone	-	-	-	-	-	-	-	-	-
9. Utilities	-	-	-	-	-	-	-	-	-
10. Office Supplies	-	-	-	-	-	-	-	-	-
11. Rent	-	-	-	-	-	-	-	-	-
12. Depreciation	-	-	-	-	-	-	-	-	-
13. Other	-	-	-	-	-	-	-	-	-
14. Total	2,327,800	-	2,327,800	-	-	-	2,327,800	-	2,327,800
15. Contingency	1,651,711	-	1,651,711	-	-	-	1,651,711	-	1,651,711
16. Grants & Contracts	-	-	-	-	-	-	-	-	-
17. Other	-	-	-	-	-	-	-	-	-
18. Total	-	-	-	-	-	-	-	-	-
19. Other	-	-	-	-	-	-	-	-	-
20. Total	-	-	-	-	-	-	-	-	-
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22. Total	-	-	-	-	-	-	-	-	-
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87. Total	-	-	-	-	-	-	-	-	-
88. Total	-	-	-	-	-	-	-	-	-
89. Total	-	-	-	-	-	-	-	-	-
90. Total	-	-	-	-	-	-	-	-	-
91. Total	-	-	-	-	-	-	-	-	-
92. Total	-	-	-	-	-	-	-	-	-
93. Total	-	-	-	-	-	-	-	-	-
94. Total	-	-	-	-	-	-	-	-	-
95. Total	-	-	-	-	-	-	-	-	-
96. Total	-	-	-	-	-	-	-	-	-
97. Total	-	-	-	-	-	-	-	-	-
98. Total	-	-	-	-	-	-	-	-	-
99. Total	-	-	-	-	-	-	-	-	-
100. Total	-	-	-	-	-	-	-	-	-
TOTAL	4,184,071	2,327,800	6,511,871	-	-	-	4,184,071	2,327,800	6,511,871

31
 Contract Value: 5/5/2021
 Date:

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Letter B-7, Amendment #2, Budget Sheet

New Hampshire Department of Health and Human Services

State/Program Name: International Institute of New England

Budget Request for: Refugee Settlement Program
(Line 409)

Budget Period: July 1, 2021 - June 2022

Line Item	Total Program Cost			Expenditure Share/Block			Funded by DHS/USI and other		
	Direct Line Item	Indirect Fund	Total	Direct Non-Federal	Indirect Fund	Total	Direct Non-Federal	Indirect Fund	Total
1. Total Available	2,337,000		2,337,000				2,337,000		2,337,000
2. Available for	2,337,000		2,337,000				2,337,000		2,337,000
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TOTAL	2,337,000		2,337,000				2,337,000		2,337,000

Letter B-7, Amendment #2, Budget Sheet


 Date: 5/5/2021

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Letter B-6, Amendment #2 Budget Sheet

New Hampshire Department of Health and Human Services										
State/Program Name: International Institute of New England										
Budget Request for: Refugee Relief Program										
Budget Period: July 1, 2021 - September 2022										
Line Item	Total Program Cost			Contractor Share Match			Funded by DHS contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Budget Request	7,342,337		7,342,337				7,342,337		7,342,337	
2. Contracted Services	7,342,337		7,342,337				7,342,337		7,342,337	
3. Personnel										
4. Materials										
5. Travel										
6. Other (include detail mandatory)										
7. Indirect										
8. Total	7,342,337		7,342,337				7,342,337		7,342,337	
9. Total Available										
10. Total Available										
11. Total Available										
12. Total Available										
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97. Total Available										
98. Total Available										
99. Total Available										
100. Total Available										
TOTAL	14,114,674	1,643,337	15,758,011				14,114,674	1,643,337	15,758,011	

09
 JT

Contract Number: 57572021
 Date:



Jeffrey A. Meyers
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AUG 29 '19 PM 2:00 DAS

OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9389 1-800-851-3345 Ext. 9389

Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 29, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Health Equity, to exercise renewal options to existing agreements with the vendors listed below to continue providing school related services for newly arriving and vulnerable New Hampshire refugees by increasing the total price limitation by \$200,000 from \$200,000 to \$400,000 and by extending the contract completion date from September 30, 2019 to September 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

The Governor and Executive Council approved the original agreements on March 21, 2018 (Item #8).

VENDOR	VENDOR NUMBER	VENDOR ADDRESS	AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
Ascentria Community Services, Inc.	222201	261 Sheep Davis Rd, Suite A-1 Concord NH 03301	\$100,000	\$100,000	\$200,000
International Institute of New England, Inc.	177551	2 Boylston Street, 3rd Floor Boston MA 02116	\$100,000	\$100,000	\$200,000
TOTALS:			\$200,000	\$200,000	\$400,000

Funds are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for	42200024	\$12,500	\$37,500	\$50,000

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

		Prog Svcs				
2021	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			<i>Subtotal:</i>	<i>\$100,000</i>	<i>\$100,000</i>	<i>\$200,000</i>

International Institute of New England, Inc. (177551)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased Amount	Revised Budget
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500	\$0	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000	\$0	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$12,500	\$37,500	\$50,000
2021	102/500731	Contracts for Prog Svcs	42200024	\$0	\$50,000	\$50,000
2022	102/500731	Contracts for Prog Svcs	42200024	\$0	\$12,500	\$12,500
			<i>Subtotal:</i>	<i>\$100,000</i>	<i>\$100,000</i>	<i>\$200,000</i>
			Contract Total:	\$200,000	\$200,000	\$400,000

EXPLANATION

The purpose of this request is to continue assisting refugee students in Concord, Manchester and Nashua who are within one (1) year of arrival to the United States in order that they may achieve improved academic performance and social adjustments.

Approximately 200 individuals will be served from October 1, 2019 to September 30, 2021.

The original agreements included language in Exhibit C-1, Paragraph 3 that allows the Department to renew the contracts for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization, and approval from the Governor and Executive Council. The Department is in agreement with renewing services with each of the vendors for two (2) of the two (2) years at this time.

Direct assistance is provided to newly arrived students in these areas:

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

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

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

The following performance measures are used to measure the effectiveness of these contracts:

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

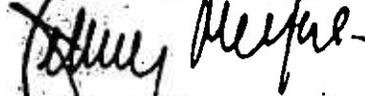
Should Governor and Executive Council not authorize this request, refugee children and their parents may lack support necessary to succeed in the Manchester, Nashua, and Concord school systems.

Area served: Concord, Manchester, and Nashua

Source of Funds: 100% Federal Funds from the Administration for Children and Families, Office of Refugee Resettlement, Refugee and Entrant Assistance, State Administered Programs – Refugee health Promotion Grant, Federal Office of Refugee Resettlement, CFDA# 93.566, FAIN # 1901NHRSOC.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Refugee School Impact Program**

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

This 1st Amendment to the Refugee School Impact 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 St. 3rd Floor Boston, Massachusetts 02116.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 21, 2018 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Section 18 and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:
2. September 30, 2021.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$200,000.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
6. Delete and replace Exhibit B-3, Budget with Exhibit B-3, Amendment #1, Budget Sheet.
7. Add Exhibit B-4 Amendment #1, Budget Sheet.
8. Add Exhibit B-5 Amendment #1, Budget Sheet.
9. Delete Exhibit K, DHHS Information Security Requirements, 6/6017 and replace with Exhibit K, DHHS Information Security Requirements, V5. Last update 10/09/18.



New Hampshire Department of Health and Human Services
Refugee School Impact Program

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8.26.19
Date

Lori Weaver
Name: Lori Weaver
Title: Associate Commissioner

International Institute of New England, Inc.,

8/20/19
Date

Jeff Shielman
Name: Jeff Shielman
Title: President + CEO

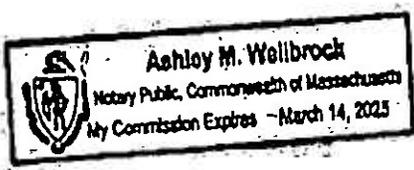
Acknowledgement of Contractor's signature:

State of MA, County of SUFFOLK on 8/20/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Ashley M. Wellbrock
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3/14/2025





**New Hampshire Department of Health and Human Services
Refugee School Impact Program**

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

OFFICE OF THE ATTORNEY GENERAL

8/29/2019
Date

Wendy J. Smith
Name: *Wendy J. Smith*
Title: *Sr. Asst. Atty General*

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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Table B-2, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Contract with International Institute of New England

Budget Request for: Refugee Relief Impact Program

Budget Period: 07/01/19 - July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Contractor share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Travel Expenses	20,314.00		20,314.00				20,314.00		20,314.00
2. Contractual Services	8,251.43		8,251.43				8,251.43		8,251.43
3. Computers									
4. Equipment									
5. Rental									
6. Health and Maintenance									
7. Business Communications									
8. Publications									
9. Educational									
10. Printing									
11. Fuel									
12. Office	878.00		878.00				878.00		878.00
13. Travel	1,200.00		1,200.00				1,200.00		1,200.00
14. Computers	1,819.80		1,819.80				1,819.80		1,819.80
15. Contract Services									
16. Equipment									
17. Rental									
18. Health and Maintenance	7.83		7.83				7.83		7.83
19. Business Communications									
20. Publications									
21. Educational									
22. Printing									
23. Fuel									
24. Office									
25. Travel Expenses									
26. Health and Maintenance									
27. Business Communications									
28. Publications									
29. Educational									
30. Printing									
31. Fuel									
32. Office									
33. Travel									
34. Computers									
35. Contract Services									
36. Equipment									
37. Rental									
38. Health and Maintenance									
39. Business Communications									
40. Publications									
41. Educational									
42. Printing									
43. Fuel									
44. Office									
45. Travel									
46. Computers									
47. Contract Services									
48. Equipment									
49. Rental									
50. Health and Maintenance									
51. Business Communications									
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178. Computers									
179. Contract Services									
180. Equipment									
181. Rental									
182. Health and Maintenance									
183. Business Communications									
184. Publications									
185. Educational									
186. Printing									
187. Fuel									

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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8/20/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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8/24/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

JT

8/20/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



f
mac

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

Jeffrey A. Meyers
Commissioner

Trinidad Tellez, MD
Director

97 PLEASANT STREET CONCORD, NH 03301-3857
603-271-3986 1-800-852-3345 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

February 27, 2018

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

REQUESTED ACTION

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

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

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

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

Ascentria Community Services, Inc. (222201)

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

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

International Institute of New England, Inc. (177551)

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

EXPLANATION

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

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

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

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

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

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

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

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

- Number and percentage of students who achieve academic success;

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

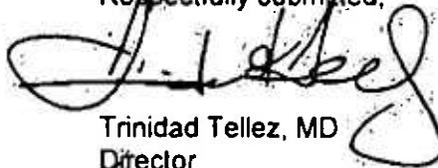
Should Governor and Executive Council not authorize this Request, refugee children and their parents may lack support necessary to succeed in the Manchester, Nashua, and Concord school systems.

Area served: Concord, Manchester, and Nashua

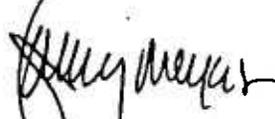
Source of Funds: 100% Federal Funds from the Administration for Children and Families, Office of Refugee Resettlement, Refugee and Entrant Assistance, State Administered Programs – Refugee health Promotion Grant, Federal Office of Refugee Resettlement.

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

Respectfully submitted,



Trinidad Tellez, MD
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

DocuSign Envelope ID: E0EA807C-05F3-4A86-9941-490FED24ACD7

NH Refugee School Impact Program
RFP Name

RFP-2018-OHE-01-REFUG
RFP Number

Reviewer Names

Bidder Name

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

Maximum Points	Actual Points
650	605
650	533

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

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

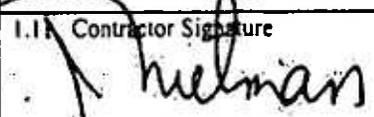
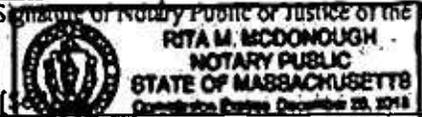
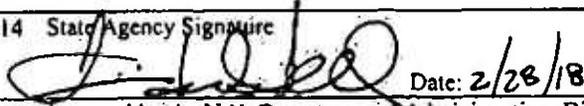
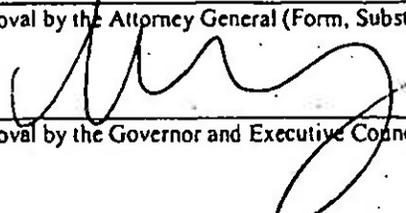
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston St., 3 rd Floor Boston, MA 02116	
1.5 Contractor Phone Number 617-695-9990	1.6 Account Number 05-095-042-4220010-79220000-500731	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President & CEO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Jefferson</u> On <u>Feb 16, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		Rita M. McDonough	
1.13.2 Name and Title of Notary or Justice of the Peace		Rita M. McDonough	
1.14 State Agency Signature  Date: <u>2/28/18</u>		1.15 Name and Title of State Agency Signatory Trinidad Telloz, Director, ^{Office of} Health Equity	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Y. Attorney</u> <u>3/5/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials JT
Date 2/16/18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Refugee School Impact Program**



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

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

**New Hampshire Department of Health and Human Services
Refugee School Impact Program**



Exhibit A

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

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**New Hampshire Department of Health and Human Services
Refugee School Impact Program**



Exhibit A

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

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**New Hampshire Department of Health and Human Services
Refugee School Impact Program**



Exhibit A

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

**New Hampshire Department of Health and Human Services
Refugee School Impact Program**



Exhibit A

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

3. Staffing

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

New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit A



4. Reporting

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

4.2. Table 1

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

5. Deliverables

5.1. The Contractor shall address academic and social needs of refugee students in the Manchester and Nashua School Districts beginning no later than ten (10) days after the contract effective date.

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

6. Performance Measures

6.1. The Contractor shall ensure that:

6.1.1. At least 90% of refugee families served complete the New Refugee School Orientation Program.

6.1.2. 90% of the parents of refugee students participate in at least one (1) parent/teacher conference.

6.1.3. 90% of the parents of refugee students participate in at least one (1) school Open House event.

6.1.4. 85% of refugee families participate in at least one (1) Family Literacy event.

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

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New Hampshire Department of Health and Human Services
Refugee School Impact Program

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the US Department of Health and Human Services, Federal Office of Refugee Resettlement, US Department of Health and Human Services, Federal Office of Refugee Resettlement, Refugee School Impact (RSI) Program; CFDA #93.566.
2. The State shall pay the contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A Scope of Services, in accordance with Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3, Budget.
4. Payment for services provided in accordance with Exhibit A, shall be made as follows:
 - 4.1. Payments shall be made on a cost reimbursement basis only for allowable costs, expenses and fees identified in Exhibit B-1, Budget; Exhibit B-2, Budget and Exhibit B-3, Budget.
 - 4.2. Allowable costs and expenses shall include only those expenses detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
 - 4.3. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The Contractor shall submit a final invoice to the State no later than forty (40) days after the contract completion date identified in Form P-37, Block 1.7 Completion Date.
 - 4.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Barbara.seebart@dhhs.nh.gov. Otherwise, invoices shall be mailed to:

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

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2/16/18

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Budget/Program Name: International Institute of New England											
Budget Request for: Refugee School Insect Program											
Budget Period: State Fiscal Year 2018											
1. Total Salary/Wages	1	77,765.50		3	77,765.50					77,765.50	77,765.50
2. Employee Benefits	1	6,720.00		3	6,720.00					6,720.00	6,720.00
3. Commissions											
4. Equipment											
Fleet											
Repairs and Maintenance											
Purchase/Operation											
5. Supplies											
Educational											
Lab											
Pharmacy											
Medical											
Other		172.47		3	172.47					172.47	172.47
6. Travel		1,200.00		3	1,200.00					1,200.00	1,200.00
7. Occupancy		1,400.75		3	1,400.75					1,400.75	1,400.75
8. Current Expenses											
Telephone											
Postage		3.00		3	3.00					3.00	3.00
Subscriptions											
Fees and Legal											
Insurance											
Bank Expenses											
9. Software											
10. Meetings/Conferences											
11. Staff Education and Training											
12. Subcontracts/Agreements											
13. Other (specify agency mandator)											
Residual		10.83		3	10.83					10.83	10.83
Interest As A Percent of Debt			6,720.00		6,720.00					6,720.00	6,720.00
TOTAL		91,259.50	6,720.00		97,979.50					97,979.50	97,979.50
Interest As A Percent of Direct			20.0%								

Case number: 57
Date: 2/16/18

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
State/Program Name: International Institute of New England										
Budget Request for: Refugee School Impact Program										
Budget Period: State Fiscal Year 2016										
1. Total Expenditures	20,324.02			20,324.02				20,324.02		20,324.02
2. Employee Salaries	6,891.42			6,891.42				6,891.42		6,891.42
3. Consultants										
4. Equipment										
Rental										
Supplies and Materials										
Furniture/Fixtures										
5. Supplies										
Furniture										
Lab										
Pharmacy										
Medical										
Office	679.80			679.80				679.80		679.80
6. Travel	1,800.00			1,800.00				1,800.00		1,800.00
7. Occupancy	1,879.00			1,879.00				1,879.00		1,879.00
8. Current Expenses										
Telephone										
Postage	7.85			7.85				7.85		7.85
Printing										
Advertising										
Audit and Legal										
Insurance										
Board Expenses										
9. Software										
10. Marketing/Communications										
11. Staff Education and Training										
12. Leasehold Improvements										
13. Other (specify details separately)										
Accounting	14.44			14.44				14.44		14.44
Indirect As A Percent of Direct		6,333.33		6,333.33				6,333.33		6,333.33
TOTAL	41,008.07		6,333.33	47,341.40				41,008.07	6,333.33	47,341.40
Indirect As A Percent of Direct			20.9%							

Corrections made *ST*
Date *2/16/18*

Exhibit B-3 Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Budget Program Name: International Institute of New England									
Budget Request for: Refugee School Support Program									
Budget Period: State Fiscal Year 2020									
07									
1. Total Appropriations		7,449.00			7,449.00				7,449.00
2. Contingency Reserve		1,743.20			1,743.20				1,743.20
3. Contingent									
4. Capital									
5. Repair and Maintenance									
6. Purchase/Construction									
7. Supplies									
8. Educational									
9. Lab									
10. Pharmacy									
11. Medical									
12. Office		157.48			157.48				157.48
13. Travel		450.00			450.00				450.00
14. Contingency		408.75			408.75				408.75
15. Current Expenses									
16. Telephone									
17. Postage		1.00			1.00				1.00
18. Subscriptions									
19. Audit and Legal									
20. Insurance									
21. Rental Expenses									
22. Software									
23. Printing/Communications									
24. Staff Education and Training									
25. Subcontractor/consultants									
26. Other (specify steady number)									
27. Residual		3.01			3.01				3.01
Indirect As A Percent of Direct			2,083.33		2,083.33			2,083.33	2,083.33
TOTAL		10,418.67			12,500.00			10,418.67	12,500.00
Indirect As A Percent of Direct			2,083.33						

Corrected totals
 12/16/18



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

SPECIAL PROVISIONS

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

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

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



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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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2/16/18



New Hampshire Department of Health and Human Services

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

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

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

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

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

- 3. Extension:

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

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2/16/18

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

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

2/16/18
Date

Contractor Name
Jeffrey Thielman
Name: Jeffrey Thielman
Title: President & CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

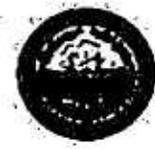
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

2/16/18
Date

Contractor Name:

Name: Jeffrey Thielman
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

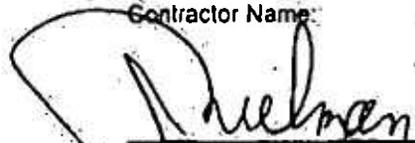
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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

LOWER TIER COVERED TRANSACTIONS

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

2/16/18

Date

Contractor Name:

 Name: Jeffrey Thielman
 Title: President & CEO

JT
2/16/18



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

JT

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

Date

2/16/18



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

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

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

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

2/16/18
Date

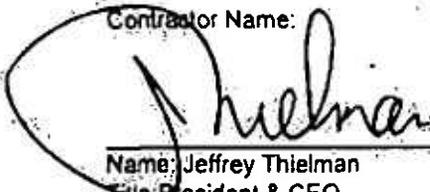
Contractor Name:

Name: Jeffrey Thielman
Title: President & CEO

Exhibit G

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

Contractor Initials JT
Date 2/16/18

New Hampshire Department of Health and Human Services
Exhibit H



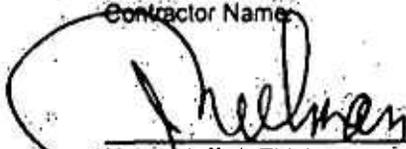
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

2/16/18
Date

Contractor Name

Name: Jeffrey Thielman
Title: President & CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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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



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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
The State

[Handwritten Signature]
Signature of Authorized Representative

Trinidad Teller
Name of Authorized Representative

Director, Office of Health Equity
Title of Authorized Representative

2/28/18
Date

International Institute of New England, Inc
Name of the Contractor

[Handwritten Signature]
Signature of Authorized Representative

Jeffrey Thielman
Name of Authorized Representative

President and CEO
Title of Authorized Representative

2/16/18
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

2/16/18
Date

Contractor Name:

Name: Jeffrey Thielman
Title: President & CEO

Contractor Initials: JT
Date: 2/16/18



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The DUNS number for your entity is: 94845997
- 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:

- 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:

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

Name: _____	Amount: _____

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Exhibit K



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

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Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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