



Lori A. Weaver
Commissioner

Reuben T. Hampton
Director

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

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

September 10, 2024

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 contracts with the Contractors listed below in an amount not to exceed \$954,000 for Refugee Support Services, Youth Mentoring Services and/or Services for Older Refugees, with the option to renew for up to four (4) additional years, effective October 1, 2024, upon Governor and Council approval through September 30, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Program(s)/Area Served	Contract Amount
Ascentria Community Services, Inc. Worcester, MA	222201	Refugee Support Services and Services for Older Refugees	\$345,000
Building Community in New Hampshire Manchester, NH	228820	Refugee Support Services and Services for Older Refugees	\$105,000
International Institute of New England, Inc. Boston, MA	177551	Refugee Support Services, Youth Mentoring Services and Services for Older Refugees	\$424,000
Overcomers Refugee Services Concord, NH	332580	Refugee Support Services	\$80,000
		Total:	\$954,000

Funds are available in the following accounts for State Fiscal Years 2025 and 2026, 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 Refugee Support Services, Youth Mentoring Services and/or Services for Older Refugees statewide. The Contractors will provide case management, employment services and other support services statewide that will result in the federal Office of Refugee Resettlement (ORR) eligible individuals achieving self-sufficiency.

Approximately 500 individuals will be served during State Fiscal Years 2025 and 2026.

The Office of Refugee eligible individuals include refugees, asylees, holders of Special Immigrant Visas and others as designated by ORR for up to five (5) years from the eligibility date, prioritizing those who have been in the U.S. for one (1) year or less. The U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement provides federal funds to states to assist refugees in becoming economically self-sufficient. This is done in coordination with the U.S. Department of State (DOS) through the Reception and Placement program delivered by local Resettlement Agencies that are affiliated with a National Resettlement Agency under Cooperative Agreement with DOS. The New Hampshire Department of Health and Human Services, Office of Health Equity administers the New Hampshire Refugee Program, serving ORR-eligible individuals in New Hampshire statewide.

The Department will monitor services by:

- Reviewing the semi-annual ORR-6 report provided by the Contractors
- Reviewing the monthly ORR-5 report provided by the Contractors
- Meeting regularly with the Contractors

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from July 5, 2024 through August 2, 2024. The Department received responses from six (6) vendors that were reviewed and scored by a team of qualified individuals. Responses in each of the three (3) program areas (Refugee Support Services, Youth Mentoring Services, and Services for Older Refugees) were scored separately. The Scoring Sheet is attached.

As referenced in Exhibit A, Section 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will be unable to support Office of Refugee Resettlement (ORR) eligible individuals with achieving self-sufficiency, including securing training and employment, sustaining housing, receiving needed healthcare, and assisting their children as they adjust to the local school system.

Source of Federal Funds: Assistance Listing Number (ALN) 93.566, FAIN 2401NHRSSS

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

Fiscal Details Sheet

**05-095-095-950010-7209 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS:
COMMISSIONER'S OFFICE. OFFICE OF THE COMMISSIONER; REFUGEE SERVICES**

100% Federal Funds

Ascentria

Refugee Social Service

Vendor # 222201

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2025	102/500731	Contracts for Program Services	95072401	\$240,000.00
2026	102/500731	Contracts for Program Services	95072401	\$80,000.00
		Sub Total		\$320,000.00

Ascentria

Service for Older Refugees

Vendor # 222201

2025	102/500731	Contracts for Program Services	95072404	\$18,750.00
2026	102/500731	Contracts for Program Services	95072404	\$6,250.00
		Sub Total		\$25,000.00

Building Community in New Hampshire

Refugee Social Service

Vendor # 228820

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2025	102/500731	Contracts for Program Services	95072401	\$60,000.00
2026	102/500731	Contracts for Program Services	95072401	\$20,000.00
		Sub Total		\$80,000.00

Building Community in New Hampshire

Service for Older Refugees

Vendor # 228820

2025	102/500731	Contracts for Program Services	95072404	\$18,750.00
2026	102/500731	Contracts for Program Services	95072404	\$6,250.00
		Sub Total		\$25,000.00

International Institute of New England, Inc.

Refugee Social Service

Vendor # 177551

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2025	102/500731	Contracts for Program Services	95072401	\$240,000.00
2026	102/500731	Contracts for Program Services	95072401	\$80,000.00
		Sub Total		\$320,000.00

International Institute of New England, Inc.

Youth Mentoring Services

Vendor # 177551

2025	102/500731	Contracts for Program Services	95072405	\$59,250.00
2026	102/500731	Contracts for Program Services	95072405	\$19,750.00
		Sub Total		\$79,000.00

International Institute of New England, Inc.

Service for Older Refugees

Vendor # 177551

2025	102/500731	Contracts for Program Services	95072404	\$18,750.00
2026	102/500731	Contracts for Program Services	95072404	\$6,250.00
		Sub Total		\$25,000.00

Overcomers Refugee Services

Refugee Social Service

Vendor # 332580

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2025	102/500731	Contracts for Program Services	95072401	\$60,000.00
2026	102/500731	Contracts for Program Services	95072401	\$20,000.00
		Sub Total		\$80,000.00

			Total	\$954,000.00

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFA-2025-OCOM-01-REFUG
Project Title Refugee Support Services

	Maximum Points Available	Option A: Refugee Support Services					Option B: Youth Mentoring Service	Option C: Services for Older Refugees			
		Ascentria (Option A)	Building Community in New Hampshire (Option A)	International Institute of New England (Option A)	Overcomers Refugee Services (Option A)	The Organization for Refugee and Immigrant Success (Option A)	International Institute of New England (Option B)	Ascentria (Option C)	Bell Tower Home Health Care (Option C)	Building Community in New Hampshire (Option C)	International Institute of New England (Option C)
Technical											
Experience (Q1)	150	135	150	150	145	137	145	140	100	145	150
Service Provision (Q2)	100	97	95	97	95	83	100	90	50	100	100
Work Plan (Q3)	400	360	385	390	385	300	395	390	250	395	390
Ability (Q4)	200	177	195	200	175	175	190	200	180	200	195
Staffing (Q5)	150	135	150	150	140	145	150	150	80	150	150
TOTAL POINTS	1000	904	975	987	940	840	980	970	680	990	965
TOTAL PROPOSED VENDOR COST		Not Applicable - No Cost Proposal for RFA									

Reviewer Name

Title

1. Laura McGlashan
2. Shawn Barry
3. Ricco Mello

Interim State Refugee Coordinator/State Refugee H
Refugee Program Specialist
Financial Manager, OCOM

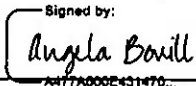
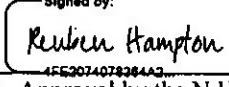
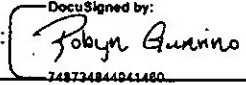
Subject: RFA-2025-OCOM-01-REFUG-01 - Refugee Support Services

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION:**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 11 Shattuck Street Worcester, MA 01605	
1.5 Contractor Phone Number 774-243-3100	1.6 Account Unit and Class TBD	1.7 Completion Date September 30, 2025	1.8 Price Limitation \$345,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 9/12/2024		1.12 Name and Title of Contractor Signatory Angela Bovill President/CEO	
1.13 State Agency Signature Signed by:  Date: 9/12/2024		1.14 Name and Title of State Agency Signatory Reuben Hampton Director, Office of Health Equity	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/12/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Initials
AB

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement, immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

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

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

1.3. Paragraph 14, Insurance, is amended by adding subparagraph 14.1.3 as follows:

14.1.3. Automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation.

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. Refugee Support Services

1.1.1. The Contractor must provide statewide case management and employment support services, and must deliver English to Speakers of Other Languages (ESOL) instruction for ORR-eligible individuals, including refugees, asylees, holders of Special Immigrant Visas and others designated by ORR for up to five (5) years from the eligibility date, prioritizing those who have been in the U.S. for one (1) year or less, with priority given to:

1.1.1.1. Individuals who are receiving public cash assistance;

1.1.1.2. Unemployed individuals who are not receiving public cash assistance; and

1.1.1.3. Employed individuals in need of services to retain employment or to attain economic independence.

1.1.2. Case Management Services

1.1.2.1. The Contractor must provide case management services to assist individuals with succeeding in their new communities including, but not limited to:

1.1.2.1.1. Assisting with housing-related issues.

1.1.2.1.2. Referring individuals to medical, mental health, and dental care services and other support services, as appropriate.

1.1.2.1.3. Referring individuals to appropriate English for Speakers of Other Languages (ESOL) or vocational ESOL programs.

1.1.2.1.4. Assisting individuals with accessing and enrolling in mainstream public programs such as Women, Infants and Children Nutrition Program (WIC), Fuel Assistance, and Head Start.

1.1.2.1.5. Identifying conveniently located, subsidized day care providers, as appropriate.

Initial
AB

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

EXHIBIT B

1.1.2.1.6. Assisting individuals with transportation, as needed, for the purpose of transporting individuals to initial employment and other appointments including but not limited to:

1.1.2.1.6.1. Providing direct transportation by authorized Contractor staff in vehicles approved by the Vendor that meet all applicable safety standards. The Contractor must provide proof of valid automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation; and/or

1.1.2.1.6.2. Providing payment for transportation such as bus, uber, and taxi fares.

1.1.2.1.7. Providing general cultural orientation about the U.S., with topics submitted to the Department for approval within ten (10) days of the Effective Date of this Agreement.

1.1.2.1.8. Providing orientation for parents and students to U.S. school systems, as needed.

1.1.3. Employment Services

1.1.3.1. The Contractor must provide employment services that focus on job development, placement, retention, and re-employment.

1.1.3.2. The Contractor must develop and maintain relationships with employers, including, but not limited to:

1.1.3.2.1. Working with employers to assist with hiring and onboarding processes.

1.1.3.2.2. Working with employers to develop employer-based training.

1.1.3.2.3. Collaborating with existing governmental and private job development agencies.

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1.1.3.3. The Contractor must develop employment support for each employable individual, including, but not limited to:

- 1.1.3.3.1. Conducting employability assessments utilizing Department approved assessment instruments.
- 1.1.3.3.2. Developing and maintaining a Family Self-Sufficiency Plan for all individuals within a family comprised of at least one (1) employable adult.
- 1.1.3.3.3. Developing and maintaining Employment Plans for each individual eligible for employment.
- 1.1.3.3.4. Assisting individuals with developing resumes.
- 1.1.3.3.5. Scheduling and arranging job interviews for employable individuals and assisting them with submitting job applications until they are employed.
- 1.1.3.3.6. Providing referrals to support services.
- 1.1.3.3.7. Providing transportation training to increase employability, as necessary.

1.1.3.4. The Contractor must attend meetings with the Department as needed including, but not limited to:

- 1.1.3.4.1. The quarterly state Refugee Advisory Council meeting.
- 1.1.3.4.2. The bi-weekly, or as otherwise scheduled by the Department, Employment Team meeting.

1.1.4. English to Speakers of Other Languages (ESOL)

1.1.4.1. The Contractor must deliver ESOL instruction to rapidly prepare individuals for entry into the job market and facilitate community integration. The Contractor must:

- 1.1.4.1.1. Monitor class attendance of unemployed newly arriving individuals and Refugee Cash Assistance recipients;
- 1.1.4.1.2. Prioritize newly arriving individuals and public assistance recipients;
- 1.1.4.1.3. Accommodate new arrivals by offering rolling enrollment;

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- 1.1.4.1.4. Offer classes at easy-to-access location(s);
- 1.1.4.1.5. Provide a minimum of twelve (12) hours per week of instruction, utilizing a combination of in-person classroom, remote and/or distance learning;
- 1.1.4.1.6. Administer and maintain the following items in client files, ensuring files are available for review by the State Refugee Coordinator annually and at other unscheduled times:
 - 1.1.4.1.6.1. Entrance and exit ESOL tests using Contractor-preferred tools, test results, attendance records, and progress reports to be made available to the Department upon request.
- 1.1.4.2. The Contractor must prioritize survival level English and literacy needs of students.
- 1.1.4.3. The Contractor must ensure all ESOL teachers receive training, resources, and support to implement sufficient instructional approaches.

1.2. Services for Older Refugees

- 1.2.1. The Contractor must provide statewide services that promote integration, naturalization, and independent healthy living to ORR-eligible individuals aged 60 years or older (ORR-eligible older individuals), for up to five (5) years from the date of arrival in the U.S, prioritizing those who have been in the U.S. for one (1) year or less. The Contractor must:
 - 1.2.1.1. Conduct home visits and needs assessments;
 - 1.2.1.2. Provide case management that addresses physical, psychological, and social needs;
 - 1.2.1.3. Facilitate access to mainstream aging services in the community, including, but not limited to providing information about and facilitating enrollment in supportive services, nutrition services, meal delivery, senior community centers, and intergenerational activities;

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- 1.2.1.4. Create opportunities for living independently as long as possible, including, but not limited to transportation assistance, home care, adult day care, and respite care services;
- 1.2.1.5. Develop opportunities for ORR-eligible older individuals to connect with their communities to avoid isolation, including, but not limited to facilitating connections to mental health support, community navigators, and opportunities for engagement in social and cultural activities;
- 1.2.1.6. Assist ORR-eligible older individuals on the path to citizenship, especially those at risk of losing Supplemental Security Income or other federal benefits, to naturalize, including, but not limited to providing and/or referring clients to civics instructions, counseling, and application assistance;
- 1.2.1.7. Develop working relationships with the Department's Bureau of Elderly and Adult Services and community resources including elderly service providers to improve client access to mainstream services and cultural sensitivity of mainstream providers;
- 1.2.1.8. Collaborate with mainstream service providers to:
 - 1.2.1.8.1. Enhance congregate nutrition services and meals delivered to homebound individuals to meet ethnic dietary needs;
 - 1.2.1.8.2. Develop culturally appropriate education resources, including civics education, relative to citizenship and naturalization; and
 - 1.2.1.8.3. Develop culturally appropriate recreational activities and services;
- 1.2.1.9. Inform ORR-eligible older individuals and their families about Adult Protection law and services; and
- 1.2.1.10. Advocate on matters relating to housing, financial support, health, behavioral health, and family concerns.

1.3. Provisions Applicable to Refugee Support Services and Services for Older Refugees

1.3.1. The Contractor must ensure all required services are:

1.3.1.1. Person-centered;

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- 1.3.1.2. Trauma-informed;
- 1.3.1.3. Strengths-based; and
- 1.3.1.4. Culturally and Linguistically Appropriate (CLAS).
- 1.3.2. The Contractor must work with all applicable service providers and employers to ensure they understand and address the cultural and communication access needs of individuals being served, and advocate on behalf of individuals to protect their civil rights and ensure access to services.
- 1.3.3. Notwithstanding Paragraphs 8 and 9 of the General Provisions of this Agreement, the Contractor must communicate any challenges related to the scope of services described in this Agreement in a timely manner to the Department and be available to meet as requested by the Department in order to:
 - 1.3.3.1. Review performance;
 - 1.3.3.2. Discuss current caseload and needed supports and services; and
 - 1.3.3.3. Identify and address challenges and barriers to providing services.
- 1.3.4. The Contractor must obtain written consent from participants to share personally identifiable information (PII) and protected health information (PHI) with the Department, and maintain the written consent in clients' casefiles.
- 1.3.5. The Contractor must maintain eligibility verification documents, case notes and progress reports in client files and make them available to the Department upon request.
- 1.3.6. The Contractor must share data through the Department's Secure File Transfer Protocol (SFTP).
- 1.3.7. The Contractor must ensure staff:
 - 1.3.7.1. Are sufficient in number to carry out the scope of work in this Agreement;
 - 1.3.7.2. Are culturally and ethnically reflective of the population served to the extent possible; and

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1.3.7.3. Participate in trainings on federal CLAS and civil rights laws compliance, including policies and procedures for handling discrimination complaints, as provided by the Department.

1.3.8. The Contractor must participate in virtual or in-person meetings with the Department upon request, in addition to any meeting requirements described in the Statement of Work above.

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

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

1.4.1. The Contractor must submit:

1.4.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of this Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

1.4.1.2. A written attestation, within 45 days of the Effective Date of this Agreement and annually thereafter, that all personnel involved the provision of services to individuals under the Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

1.4.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of this Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

1.4.2. Reporting Requirements:

1.4.2.1. The Contractor must submit semi-annual ORR-6 report data in accordance with ORR reporting requirements found here:

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www.acf.hhs.gov/orr/form/report-forms in a format acceptable to the Department, for reporting periods October 1 – March 31 and April 1 – September 30, no later than 30 days after the end of each reporting period, to ensure progress toward program deliverables.

- 1.4.2.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.5. Background Checks

- 1.5.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

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

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

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

1.6. Confidential Data

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

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

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1.7. Privacy Impact Assessment

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

1.7.1.1. How PII is gathered and stored;

1.7.1.2. Who will have access to PII;

1.7.1.3. How PII will be used in the system;

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

1.7.1.5. Privacy practices.

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

1.8. Department Owned Devices, Systems and Network Usage

1.8.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

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- 1.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.8.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.8.1.9. Agree when utilizing the Department's email system:
 - 1.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete

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this electronic message and any attachments from your system. Thank you for your cooperation."

1.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.8.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.8.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.8.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.8.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.8.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.8.2. Workspace Requirement

1.8.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.9. Contract End-of-Life Transition Services

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1.9.1. General Requirements

- 1.9.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.9.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.9.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.9.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

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

1.9.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.9.2. Completion of Transition Services

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

1.9.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.9.3. Disagreement over Transition Services Results

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

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2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

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- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

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

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, GY2024 Refugee Support Services and Set-Asides, as awarded on November 14, 2023, February 9, 2024 and August 26, 2024, by the DHHS Admin for Children & Families, ALN 93.566, FAIN 2401NHRSSS.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Laura.mcglashan@dhhs.nh.gov or mailed to:

Laura McGlashan
Interim State Refugee Coordinator
97 Pleasant Street
Thayer Building
Concord, NH 03301

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5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name: <i>Ascentria Community Services, Inc.</i>		
Budget Request for: <i>Refugee Support Services set-Aside</i>		
Budget Period: <i>October 1, 2024 to September 30, 2025</i>		
Indirect Cost Rate (if applicable) <i>16.33%</i>		
Line Item	SYF25 (October 1, 2024 - June 30, 2025)	SFY26 (July 1, 2025 - September 30, 2025)
1. Salary & Wages	\$146,637	\$50,348
2. Fringe Benefits	\$23,462	\$8,056
3. Consultants	\$1	\$1
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$5,631	\$755
6. Travel	\$2,350	\$893
7. Software	\$1	\$1
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$1,500	\$375
8. (c) Other - Other (specify below)		
<i>Other (please specify) Interpreters</i>	\$3,375	\$844
<i>Other (please specify) Professional Liability Insurance</i>	\$2,933	\$733
<i>Other (please specify) Telephone</i>	\$1,790	\$448
<i>Other (please specify) Audit</i>	\$2,200	\$550
<i>Other (please specify) Postage</i>	\$73	\$18
<i>Other (please specify) Equipment rental</i>	\$2,200	\$550
<i>Other (please specify) Occupancy</i>	\$14,664	\$5,035
9. Sub recipient Contracts	\$0	\$0
Total Direct Costs	\$206,816	\$68,606
Total Indirect Costs	\$33,184	\$11,394
Total	\$240,000	\$80,000

Contractor Initials:

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name: <i>Ascentria Community Services, Inc.</i>		
Budget Request for: <i>Services for Older Refugees RSS Set-Aside</i>		
Budget Period: <i>October 1, 2024 to September 30, 2025</i>		
Indirect Cost Rate (if applicable) <i>14.43%</i>		
Line Item	SYF25 (October 1, 2024 - June 30, 2025)	SFY26 (July 1, 2025 - September 30, 2025)
1. Salary & Wages	\$10,290	\$3,535
2. Fringe Benefits	\$1,646	\$566
3. Consultants	\$1	\$1
4. Equipment		
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$757	\$229
6. Travel	\$940	\$313
7. Software	\$1	\$1
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$450	\$0
8. (c) Other - Other (specify below)		
Other (please specify) <i>Interpreters</i>	\$520	\$260
Other (please specify) <i>Professional Liability Insurance</i>	\$206	\$70
Other (please specify) <i>Telephone</i>	\$117	\$39
Other (please specify) <i>Audit</i>	\$154	\$52
Other (please specify) <i>Postage</i>	\$5	\$3
Other (please specify) <i>Equipment rental</i>	\$154	\$35
Other (please specify) <i>Occupancy</i>	\$1,180	\$345
9. Sub recipient Contracts	\$0	\$0
Total Direct Costs	\$16,421	\$5,450
Total Indirect Costs	\$2,329	\$800
Total	\$18,750	\$6,250

Contractor Initials:

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services

Exhibit D—Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

The 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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 UEI (SAM.gov) number for your entity is: ER64HRTRKFY3
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 x NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Name: Ascentria Community Services, Inc.

9/9/2024

Date: _____

Signed by:

Angela Bovill

Name: Angela Bovill

Title: President/CEO

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Contractor's Initials

Date 9/9/2024

New Hampshire Department of Health and Human Services

Exhibit E

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

Contractor Initials

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Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

Contractor Initials

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Ascentria Community Services, Inc.

The State

Name of the Contractor

Signed by:

Signed by:

Signature of Authorized Representative

Signature of Authorized Representative

Reuben Hampton

Angela Bovill

Name of Authorized Representative

Name of Authorized Representative

Director, Office of Health Equity

President/CEO

Title of Authorized Representative

Title of Authorized Representative

9/9/2024

9/9/2024

Date

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State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 652197

Certificate Number: 0006773536



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of September A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 5, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Angela Bovill, President and CEO (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 9/5/24



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2024

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: Janet Walker PHONE: FAX: [A/C, No]: E-MAIL: Janet.Walker@bbrown.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Compar 18058 INSURER B: Zurich American Insurance Company of IL 16535 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Ascentria Care Alliance, Inc. 11 Shattuck St. Worcester MA 01605	

COVERAGES

CERTIFICATE NUMBER: 23-24 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2609012	10/1/2023	10/1/2024	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 - COMP/OP AGG \$ 3,000,000 Employee Benefits \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			PHPK2609014	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			PHU8883842	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 10,000,000 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 - 01	12/1/2023	12/1/2024	☒ PER STATUTE ☐ OTH-ER 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			PHPK2609012 Retroactive Date: 1/1/2004	10/1/2023	10/1/2024	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

CANCELLATION

State of New Hampshire Department of Health and Human Services Bureau of Contracts and Procurement 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/TADRIG

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Ascentria Community Services

A member of Ascentria Care Alliance

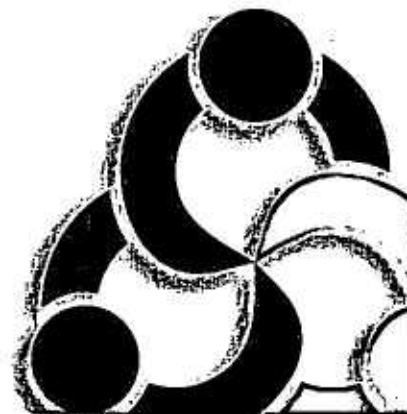
Mission statement:

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.

Empowering People. Strengthening Communities.



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

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

YEARS ENDED JUNE 30, 2023 AND 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

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

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary (the Organizations), which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, 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, 2023 and 2022, 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.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2023 the Organizations adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-of-use asset and corresponding liability for all operating and finance leases with lease terms greater than one year. Our opinion is not modified with respect to this matter.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

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.

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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 5, 2024, on our consideration of Ascentria Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of Inc. internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ascentria Community Services, Inc.'s internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Quincy, Massachusetts
February 5, 2024

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

ASSETS	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 1,322,647	\$ 2,025,602
Accounts Receivable, Net of Estimated Uncollectible Accounts	8,525,896	7,645,413
Prepaid Expenses	123,912	77,315
Vehicle Inventory	183,815	110,171
Total Current Assets	<u>10,156,270</u>	<u>9,858,501</u>
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	2,128,958	2,677,292
PROPERTY AND EQUIPMENT		
Land	45,314	45,314
Building	85,798	85,798
Building Improvements	1,094,418	1,082,718
Leasehold Improvements	353,467	353,467
Furniture and Equipment	246,311	246,311
Vehicles	546,096	459,810
Equipment Held Under Capital Lease	-	499,374
Computer Equipment and Software	147,017	147,017
Total	<u>2,518,421</u>	<u>2,919,809</u>
Less: Accumulated Depreciation	<u>1,786,772</u>	<u>2,161,956</u>
Total Property and Equipment	731,649	757,853
DUE FROM RELATED PARTIES	4,844,990	3,305,910
OTHER ASSETS		
Deposits	85,885	88,885
Right-of-Use Assets - Operating	357,966	-
Right-of-Use Assets - Finance	101,735	-
Total Other Assets	<u>545,586</u>	<u>88,885</u>
Total Assets	<u>\$ 18,407,453</u>	<u>\$ 16,688,441</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2023 AND 2022

LIABILITIES AND NET ASSETS	<u>2023</u>	<u>2022</u>
CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	\$ 11,468	\$ 387,028
Accounts Payable	1,568,879	347,347
Accrued Expenses	1,701,602	1,945,929
Deferred Revenue	2,297,411	3,406,681
Due to State of Maine	-	400,035
Lease Liabilities - Operating, Current Portion	319,795	-
Lease Liabilities - Finance, Current Portion	43,363	-
Total Current Liabilities	<u>5,942,518</u>	<u>6,487,020</u>
 LONG-TERM DEBT, Net of Current Maturities	 357,609	 368,864
 OTHER LONG-TERM LIABILITIES		
Lease Liabilities - Operating, Net of Current Maturities	24,808	-
Lease Liabilities - Finance, Net of Current Maturities	<u>59,494</u>	<u>-</u>
Total Liabilities	6,384,429	6,855,884
 NET ASSETS		
Without Donor Restrictions	9,803,241	7,064,981
With Donor Restrictions	<u>2,219,783</u>	<u>2,767,576</u>
Total Net Assets	<u>12,023,024</u>	<u>9,832,557</u>
Total Liabilities and Net Assets	<u>\$ 18,407,453</u>	<u>\$ 16,688,441</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
NET ASSET REVENUE WITHOUT DONOR RESTRICTION		
Grant and Contract Revenue	\$ 37,373,688	\$ 36,431,238
Program Service Revenue	5,389,567	4,573,932
Federal and State Relief Grant Revenue	2,190,415	1,749,085
Donated Vehicles	2,198,508	2,099,794
In-Kind Donations	47,006	36,118
Other Income	268,665	136,435
Net Assets Released from Restrictions Used for Operations	894,367	-
Total Revenues	<u>48,362,216</u>	<u>45,026,602</u>
EXPENSES		
Salaries and Wages	22,537,703	20,143,580
Employee Benefits	4,912,418	4,442,769
Occupancy Costs	1,768,191	1,977,762
Operating Supplies and Expenses	415,412	494,373
Professional Fees	3,201,591	3,119,062
Garage Expenses	560,375	581,563
Donated Vehicle Expenses	865,540	710,400
Client Support Expenses	3,309,534	3,483,488
Translation Expenses	685,530	669,554
Repairs and Maintenance	474,127	431,268
Travel Expenses	905,440	840,137
Educational Events and Meetings	56,259	40,913
Management Fees	4,456,634	4,513,788
Taxes	433,488	542,826
Recruitment Advertising	5,485	1,968
Advertising	236,657	216,701
Licenses and Fees	5,513	5,045
Insurance	299,695	259,805
Interest	27,107	39,525
Bad Debt Expenses	294,462	383,195
Depreciation and Amortization	172,795	130,378
Total Expenses	<u>45,623,956</u>	<u>43,028,100</u>
OPERATING GAIN	2,738,260	1,998,502
NONOPERATING ACTIVITY		
Gain on Forgiveness of Debt and Accrued Interest	-	3,553,766
Total Nonoperating Activity	<u>-</u>	<u>3,553,766</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>\$ 2,738,260</u>	<u>\$ 5,552,268</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2023 AND 2022

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</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	<u>-</u>	<u>1,680,285</u>	<u>1,680,285</u>
Change in Net Assets	<u>5,552,268</u>	<u>1,680,285</u>	<u>7,232,553</u>
BALANCE - JUNE 30, 2022	7,064,981	2,767,576	9,832,557
Increase in Net Assets without Donor Restrictions	2,738,260	-	2,738,260
Change in Beneficial Interest in Net Assets of Related Party	-	346,574	346,574
Release from Restrictions	<u>-</u>	<u>(894,367)</u>	<u>(894,367)</u>
Change in Net Assets	<u>2,738,260</u>	<u>(547,793)</u>	<u>2,190,467</u>
BALANCE - JUNE 30, 2023	<u><u>\$ 9,803,241</u></u>	<u><u>\$ 2,219,783</u></u>	<u><u>\$ 12,023,024</u></u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023

	Program Services						Supporting Services			
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising	Total Support Services	Total Expenses
Salaries and Wages	\$ 1,104,942	\$ 5,204,030	\$ 3,298,401	\$ 6,751,796	\$ 6,093,391	\$ 22,452,560	\$ 85,143	\$ -	\$ 85,143	\$ 22,537,703
Employee Benefits	265,040	1,368,696	717,196	1,392,899	1,156,053	4,899,884	12,534	-	12,534	4,912,418
Occupancy Costs	116,530	418,402	485,295	38,882	507,458	1,564,545	203,846	-	203,846	1,768,191
Operating Supplies and Expenses	16,365	110,504	79,519	41,003	156,588	403,979	11,433	-	11,433	415,412
Professional Fees	60,392	332,487	1,211,284	50,000	1,444,532	3,098,695	102,896	-	102,896	3,201,591
Garage and Vehicle Expenses	558,101	1,951	323	-	-	560,375	-	-	-	560,375
Donated Vehicle Expenses	865,540	-	-	-	-	865,540	-	-	-	865,540
Client Support Expenses	543	42,504	187,302	6	3,079,154	3,309,509	25	-	25	3,309,534
Translation Expenses	-	9,007	1,108	-	675,415	685,530	-	-	-	685,530
Repairs and Maintenance	32,908	20,198	107,033	77,777	225,354	463,270	10,857	-	10,857	474,127
Travel Expenses	291,730	173,849	149,072	27,329	261,108	903,088	2,352	-	2,352	905,440
Educational Events and Meetings	1,321	1,187	26,854	9,226	13,332	51,920	4,339	-	4,339	56,259
Management Fees	-	-	-	-	-	-	4,456,634	-	4,456,634	4,456,634
Taxes	-	424,835	397	8,256	-	433,488	-	-	-	433,488
Recruitment Advertising	1,330	-	152	763	3,040	5,285	200	-	200	5,485
Advertising	-	-	-	-	-	-	236,657	-	236,657	236,657
Licenses and Fees	15	140	2,131	250	1,829	4,365	1,148	-	1,148	5,513
Insurance	8,382	85,675	57,273	54,672	90,362	296,364	3,331	-	3,331	299,695
Interest	-	-	-	-	-	-	27,107	-	27,107	27,107
Bad Debt Expenses	78,909	6,874	8,177	-	200,502	294,462	-	-	-	294,462
Total Before Depreciation and Amortization	3,402,048	8,198,339	6,331,517	8,452,839	13,908,116	40,292,859	5,158,302	-	5,158,302	45,451,161
Depreciation and Amortization	56,154	18,439	83,492	6,868	7,842	172,795	-	-	-	172,795
Total Functional Expenses	\$ 3,458,202	\$ 8,216,778	\$ 6,415,009	\$ 8,459,707	\$ 13,915,958	\$ 40,465,654	\$ 5,158,302	\$ -	\$ 5,158,302	\$ 45,623,956

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			
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising	Total Support Services	Total Expenses
Salaries and Wages	\$ 992,151	\$ 5,781,772	\$ 2,934,948	\$ 5,751,947	\$ 4,621,573	\$ 20,082,389	\$ 61,191	\$ -	\$ 61,191	\$ 20,143,580
Employee Benefits	213,795	1,450,459	819,336	1,176,142	971,553	4,431,285	11,484	-	11,484	4,442,769
Occupancy Costs	112,220	572,325	500,053	45,264	527,111	1,756,973	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	245,548	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	139,488	25,324	245,901	834,727	5,410	-	5,410	840,137
Educational Events and Meetings	1,844	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
Custodial Fees	-	-	-	-	-	-	-	-	-	-
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	5,284,739	-	5,284,739	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	\$ 5,284,739	\$ -	\$ 5,284,739	\$ 43,028,100

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 2,190,467	\$ 7,232,553
Adjustments to Reconcile Change in Net Assets to		
Net Cash Provided by Operating Activities:		
Depreciation	124,192	130,378
Amortization of Financing Right of Use Assets	48,603	-
Adjustment of ROU Assets - Operating, Net of Amortization	(13,365)	-
Bad Debts	294,462	383,195
Gain on Forgiveness of Debt and Accrued Interest	-	(3,553,766)
Change in Beneficial Interest in Net Assets of Related Party	(346,574)	(1,680,285)
(Increase) Decrease in Assets:		
Accounts Receivable	(1,174,945)	(2,834,968)
Prepaid Expenses	(46,597)	23,611
Deposits	3,000	23,307
Beneficial Interest in Net Assets of Related Party	894,908	-
Vehicle Inventory	(73,644)	23,557
Increase (Decrease) in Liabilities:		
Accounts Payable	1,221,532	(53,525)
Accrued Expenses	(244,327)	15,560
Deferred Revenue	(1,109,270)	2,972,305
Due to State of Maine	(400,035)	(150,491)
Net Cash Provided by Operating Activities	<u>1,368,407</u>	<u>2,531,431</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(97,986)	(106,860)
Net Cash Used by Investing Activities	<u>(97,986)</u>	<u>(106,860)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Finance Lease Liability	(47,481)	-
Proceeds from Long-Term Debt	-	380,000
Payments on Long-Term Debt	(386,815)	(33,892)
Advanced from Related Parties, Net	(1,539,080)	(5,126,041)
Net Cash Used by Financing Activities	<u>(1,973,376)</u>	<u>(4,779,933)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	<u>(702,955)</u>	<u>(2,355,362)</u>
Cash and Cash Equivalents - Beginning of Year	<u>2,025,602</u>	<u>4,380,964</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 1,322,647</u>	<u>\$ 2,025,602</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	<u>\$ 27,107</u>	<u>\$ 39,525</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH FINANCING ACTIVITY		
Forgiveness of Debt and Accrued Interest	<u>\$ -</u>	<u>\$ 3,553,766</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

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, nonmedical 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 nonmedical 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, 2023 AND 2022**

**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, 2023 AND 2022

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, 2023 and 2022.

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 13.

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 \$2,128,958 and \$2,677,292 for beneficial interest in net assets of related party and \$ 90,825 and \$90,284 other program restrictions for the years ended June 30, 2023 and 2022, respectively. There were no net assets invested in perpetuity as of June 30, 2023 and 2022.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

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, 2023 and 2022, there was \$10,926,595 and \$10,219,967, 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, 2023 and 2022, there was \$1,259,665 and \$1,412,950, respectively, included in donated vehicles on the consolidated statement of activities.

Federal and State Relief Grant Revenue

During 2023 and 2022, 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 \$-0- and \$296,858 during fiscal year 2023 and 2022, 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, 2023 and 2022.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

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 Division of Medicaid Services. The organization received payments of \$-0- and \$2,427,047 and recognized revenue in the amount of \$1,566,836 and \$647,374 during the fiscal year end 2023 and 2022, respectively. 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, 2023 and 2022.

The Organizations received payments from the state of Maine, which is administered by the Office of Maine Care Services. The organization received payments of \$-0- and \$980,509 and recognized revenue in the amount of \$263,849 and \$716,660 during the fiscal year end 2023 and 2022, respectively. 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, 2023 and 2022.

Additionally, the Organizations recognized payments from the Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS) of \$359,730 and \$88,193, respectively, as revenues as of June 30, 2023 and 2022. 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, 2023 AND 2022**

**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 related to exchange transactions were as follows:

Beginning Balance, Contract Receivables	\$ 1,384,711	\$ 914,227
Ending Balance, Contract Receivables	793,200	1,384,711

There were no contract liabilities related to exchange transactions as of June 30, 2023 and 2022.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs paid for by the Organizations amounted to \$188,312 and \$180,583 for the years ended June 30, 2023 and 2022, 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 \$47,006 and \$36,118 for the years ended June 30, 2023 and 2022, 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, 2023 AND 2022

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, 2023 and 2022.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

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

Leases

The Organizations determine if an arrangement is a lease at inception. Operating leases are included in right-of-use (ROU) assets – operating and lease liability – operating in the consolidated statement of financial position. Finance leases are included in right-of-use (ROU) asset financing and lease liability – financing on our consolidated statement of financial position.

ROU assets represent the Organizations' right to use an underlying asset for the lease term, and lease liabilities represent the Organizations' obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term using an appropriate risk-free discount rate.

The individual lease contracts do not provide information about the discount rate implicit in the lease. Therefore, the Organizations have elected to use a risk-free discount rate (applicable U.S. Department of Treasury risk-free treasury rate) determined using a period comparable with that of the lease term for computing the present value of lease liabilities. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organizations will exercise that option.

Lease costs for operating lease payments are recognized on a straight-line basis over the lease term. The Organizations have elected not to separate nonlease components from lease components and instead accounts for each separate lease component and the nonlease component as a single lease component. The Organizations recognize payments for short-term leases with a lease term of 12 months or less as expense as incurred.

During 2022, the Organizations followed the accounting standards in effect at that time and recorded rent expense on a constant periodic rate over the term of the lease agreement.

Adoption of New Accounting Standard

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*. The new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the consolidated statement of financial position for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Organizations adopted the requirements of the guidance effective July 1, 2022, and has elected to apply the provisions of this standard to the beginning of the period of adoption, while continuing to present the comparative period in accordance with the guidance under the lease standard in effect during that period. The Organizations have not elected to adopt the package of practical expedients available in the year of adoption nor the available practical expedient to use hindsight in determining the lease term and in assessing impairment of the Organization's ROU assets.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

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

Subsequent Events

In preparing these consolidated financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through February 5, 2024, 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 \$2,128,958 and \$2,677,292 at June 30, 2023 and 2022, respectively. For the years ended June 30, 2023 and 2022, the Organizations had a loan payable, included in accrued expenses, to the fund totaling \$340,524 for both years ending June 30, 2023 and 2022. 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 \$4,410,163 and \$4,432,496 for the years ended June 30, 2023 and 2022, 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.
- 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 \$140,012 and \$123,101 for the years ended June 30, 2023 and 2022, respectively. Office space and vehicle related party rents amounted to \$359,957 and \$394,307 for the year ended June 30, 2023 and 2022, respectively.
- Related party loans that bear no interest and have no fixed repayment terms, are as follows:

	<u>2023</u>	<u>2022</u>
Due from Related Parties:		
Ascentria Care Alliance, Inc.	\$ 4,844,990	\$ 3,305,910
Total	<u>\$ 4,844,990</u>	<u>\$ 3,305,910</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

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, 2023 and 2022.

NOTE 5 ACCOUNTS RECEIVABLE

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

	2023	2022
Accounts Receivable - Program Services	\$ 9,201,902	\$ 8,057,869
Less: Allowance for Doubtful Accounts	(676,006)	(412,456)
Accounts Receivable, Net	<u>\$ 8,525,896</u>	<u>\$ 7,645,413</u>

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states, through which funding was received, include Massachusetts, New Hampshire, and Maine. Approximately 88% and 87% of the Organizations' revenue was received from state and federal agencies directly or via pass through for the years ended June 30, 2023 and 2022, respectively.

Beneficial Interest in Net Assets of Related Party

The Organizations' unsecured gifts, held by a related party, amounted to \$2,128,958 and \$2,677,292 at June 30, 2023 and 2022, respectively.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$8,524,021 and \$7,643,538 at June 30, 2023 and 2022, respectively. 57% of the Organization's receivables at June 30, 2023 are due from a related party.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

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 expense charged to operations was \$172,793 and \$130,027 for the years ended June 30, 2023 and 2022, respectively.

NOTE 8 MAINE MEDICAID LIABILITY

ACS provides services for Medicaid eligible individuals under terms of costs-based contracts with the state of Maine. Accordingly, ACS provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the state of Maine accepts the cost report. There was no liability due to the state of Maine for the year ended June 30, 2023. The amount of the estimated liability was approximately \$400,000 for the year ended June 30, 2022, 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

The Organizations are liable on long-term debt at June 30 as follows:

<u>Description</u>	<u>2023</u>	<u>2022</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.	\$ 369,077	\$ 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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

NOTE 9 LONG-TERM DEBT (CONTINUED)

<u>Description (Continued)</u>	<u>2023</u>	<u>2022</u>
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
Total Long-Term Debt	369,077	755,892
Less: Current Maturities	(11,468)	(387,028)
Long-Term Debt, Net of Current Maturities	<u>\$ 357,609</u>	<u>\$ 368,864</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, 2023.

Following are current maturities for the next five years:

<u>Year Ending June 30</u>	<u>Amount</u>
2024	\$ 11,468
2025	12,150
2026	12,815
2027	13,517
2028	14,210
Thereafter	304,917
Total	<u>\$ 369,077</u>

Interest charged to operations for the above long-term debt amounted to \$24,300 and \$39,525 for the years ended June 30, 2023 and 2022, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

NOTE 10 LEASES – ASC 842

The Organization leases equipment under finance leases and office facilities under operating leases. The leases are for various terms under long-term, noncancelable lease agreements and expire at various dates through 2027.

The following table provides quantitative information concerning the Organizations' leases:

Lease Cost:	
Amortization of Right-of-Use Assets	\$ 48,603
Interest on Lease Liabilities	2,807
Operating Lease Cost	694,384
Total Lease Cost	<u>\$ 745,794</u>
Other Information:	
Cash Paid for Amounts included in the Measurement of Lease Liabilities:	
Operating Cash Flows from Finance Leases	\$ 50,288
Operating Cash Flows from Operating Leases	\$ 707,747
Right-of-Use Assets Obtained in Exchange for New Finance Lease Liabilities	\$ 150,338
Right-of-Use Assets Obtained in Exchange for New Operating Lease Liabilities	\$ 1,035,930
Weighted-Average Remaining Lease Term - Finance Leases	2.48 Years
Weighted-Average Remaining Lease Term - Operating Leases	0.77 Year
Weighted-Average Discount Rate - Finance Leases	2.57%
Weighted-Average Discount Rate - Operating Leases	2.61%

The Organizations classify total undiscounted lease payments that are due in the next 12 months as current. A maturity analysis of annual undiscounted cash flow for lease liabilities as of June 30, 2023 is as follows:

<u>Year Ending June 30,</u>	<u>Operating</u>	<u>Finance</u>	<u>Totals</u>
2024	\$ 322,769	\$ 45,360	\$ 368,129
2025	22,890	36,806	59,696
2026	2,100	21,082	23,182
2027		2,985	2,985
Thereafter			
Undiscounted Cash Flows	347,759	106,233	453,992
Less: Imputed Interest	(3,156)	(3,376)	(6,532)
Total Present Value	<u>\$ 344,603</u>	<u>\$ 102,857</u>	<u>\$ 447,460</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

NOTE 11 LEASES – ASC 840

The Organizations elected to apply the provisions of FASB ASC 842 at the beginning of the period of adoption, through a cumulative effect adjustment, with certain practical expedients available. Lease disclosures for the year ended June 30, 2022 are made under prior lease guidance in FASB ASC 840.

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 for the year ended June 30, 2022.

Future minimum lease payments under these agreements were 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 12 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.

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 \$1,680,000 and resides on the books of a related party as of June 30, 2023. 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 8.25% at June 30, 2023. The line is collateralized by various business assets. There was no balance on the line of credit at June 30, 2023. 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, 2023.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

NOTE 12 CONTINGENCIES (CONTINUED)

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 13 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:

2023				
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 2,128,958	\$ -	\$ -	\$ 2,128,958
Total	<u>\$ 2,128,958</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,128,958</u>
2022				
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 2,677,292	\$ -	\$ -	\$ 2,677,292
Total	<u>\$ 2,677,292</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,677,292</u>

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

	2023	2022
Contributions	\$ 346,574	\$ 1,680,285
Payments	(894,908)	

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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

NOTE 14 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:

	2023	2022
Cash and Cash Equivalents	\$ 1,322,647	\$ 2,025,602
Accounts Receivable, Net	8,525,896	7,645,413
Total Financial Assets	9,848,543	9,671,015
Donor-Imposed Restrictions	(90,825)	(90,284)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 9,757,718</u>	<u>\$ 9,580,731</u>

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF DEPARTMENT AGREEMENTS
YEAR ENDED JUNE 30, 2023**

<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 Payments</u>	<u>Agreement Expenses</u>
DHHS:								
DPS	ADS-23-2572	\$ 95,160	7/1/2022 - 06/30/2023	Rental Subsidy	Final	\$ -	\$ 27,179	\$ 27,179
DPS	MH2-23-518	40,679	7/1/2022 - 06/30/2023	Community Integration	Final		32,873	32,873
DPS	MH2-22-900	36,960	7/1/2021 - 06/30/2023	Residential Service	Final		6,931	10,669
				Total		<u>\$ -</u>	<u>\$ 66,982</u>	<u>\$ 70,720</u>

Disclosures:

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2023

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	\$ 1,694,029	\$ -
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	Commonwealth of Massachusetts Office of Refugee and Immigrants	Various	1,406,108	138,455
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	State of New Hampshire - Office of Health Equity	Various	422,371	-
Subtotal AL# 93.566				3,722,508	138,455
Unaccompanied Alien Children Program	93.676	Church World Services; VERA Institute of Justice; Lutheran Immigration and Refugee Services	Various	1,654,627	-
Medical Assistance Program	93.MEDICAID	State of New Hampshire	N/A	19,645	-
Medical Assistance Program	93.MEDICAID	State of Maine Home and Community Based Services	N/A	1,830,665	-
Subtotal AL# 93.MEDICAID				1,850,330	-
Refugee and Entrant Assistance Wilson/Fish Program	93.583	State of New Hampshire - Office of Health Equity	N/A	52,928	-
Refugee and Entrant Assistance Discretionary Grants	93.578	Church World Services; Lutheran Immigration and Refugee Services	Various	1,021,663	-
Provider Relief Fund and American Rescue Plan (ARP) Rural Distribution	93.498	N/A	N/A	-	-
Welfare Reform Research, Evaluations and National Studies	93.595	Administration for Children and Families	90PE0060	92,816	-
Total Department of Health and Human Services				8,394,869	138,455
DEPARTMENT OF AGRICULTURE					
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.SNAP	Commonwealth of Massachusetts Department of Transitional Assistance	WEL 44003064ASCENTRIA23	390,953	-
State of Vermont - On Demand Transportation for Reach UP	10.SNAP	VT Department for Children and Families' Economic Services Division	03440-10061-23	19,308	-
Subtotal AL# 10.SNAP				410,259	-
Farm to School Grant Program	10.575	U.S. Department of Agriculture Food and Nutrition Service	CN-F25-FY20-PLN-MA-01	31,535	-
Total Department of Agriculture				441,794	-
DEPARTMENT OF JUSTICE					
Crime Victim Assistance	18.575	Massachusetts Office of Victims Assistance	VOCA2021ACSN00000000	134,028	-
Services for Trafficking Victims	18.320	U.S. Department of Justice	2019-VT-BX-0107; 2021-VT-BX-0107	343,000	-
Total Department of Justice				477,028	-
DEPARTMENT OF TREASURY					
Emergency Rental Assistance provisions (ERA2) of the American Rescue Plan Act of 2021 (ARPA)	21.023	New Hampshire Housing Finance Authority	N/A	57,552	-
Total Department of Treasury				57,552	-
DEPARTMENT OF STATE					
U.S. Refugee Admissions Program	19.510	Various	Various	950,671	-
Total Department of State				950,671	-
DEPARTMENT OF EDUCATION					
Adult Education - Basic Grants to States	84.002	New Hampshire Department of Education	project #87101	61,186	-
Rehabilitation Services Vocational Rehabilitation Grants to State	84.126	Massachusetts Rehabilitation Commission	SCMRC2007ASCEH/FY1700	220,903	-
Total Department of Education				282,083	-
Total Federal Awards				\$ 10,604,196	\$ 138,455

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, 2023**

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, 2023. 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, 2023, 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 February 5, 2024.

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

Quincy, Massachusetts
February 5, 2024



CliftonLarsonAllen LLP
CLAAconnect.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, 2023. 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, 2023.

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 2023-002. 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

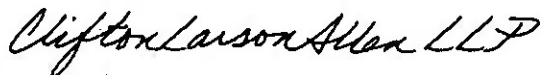
Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant 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 2023-001 to be material weakness.

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

Quincy, Massachusetts
February 5, 2024

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023**

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? X yes no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? yes X 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

10.SNAP
93.676
93.576

Supplemental Nutrition Assistance Program
Unaccompanied Alien Children Program
Refugee and Entrant Assistance Discretionary Grants

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, 2023**

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

2023 – 001

Federal agency: U.S. Department of Health and Human Services

Federal program title: Refugee and Entrant Assistance Discretionary Grants

Assistance Listing Number: 93.576

Pass-Through Agency: Church World Services; Lutheran Immigration and Refugee Services

Pass-Through Number(s): Various

Award Period: 1/1/2023 – 9/29/2023

Type of Finding: Material Weakness on Internal Control over Compliance

Criteria or specific requirement: The Organization is required to maintain records of the time spent on each federal award on a monthly basis. The records must reflect the total activity for which each employee is compensated and the percentage of their time that is spent on each federal award. The records must be signed by the employee or a responsible supervisor and must be certified by an authorized official of the organization. The records must be maintained for a period of three years from the date of submission of the final expenditure report.

Condition: During our testing, it was noted that the Organization did not have internal controls designed to ensure employees time and effort spent on the above reference program was properly documented.

Questioned Costs: \$4,992

Context: The Organization did not have timesheets or the proper approvals to support the payroll costs that were charged to the federal program.

Cause: The Organization did not have a process or controls in place to document time spent on each federal award on a monthly basis.

Effect: The Organization is not in compliance with federal law and time and effort reporting as required under Uniform Guidance

Repeat Finding: No

Recommendation: It is recommended that the Organization design controls to ensure time and effort spent on programs are properly documented in accordance with Uniform Guidance.

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023**

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023 – 002

Federal agency: U.S. Department of Health and Human Services

Federal program title: Unaccompanied Alien Children Program

Assistance Listing Number: 93.676

Pass-Through Agency: Lutheran Immigration and Refugee Services

Pass-Through Number(s): 356-22-00

Award Period: 1/1/2022 – 12/31/2022

Type of Finding: Internal Control over Compliance

Criteria or specific requirement: Expenses must be supported by source documentation, such as receipts, invoices, or cancelled checks.

Condition: During our testing, we noted that the Organization did not have adequate controls to ensure that expenses were supported by source documentation.

Questioned Costs: \$77.45

Context: The Organization did not have source documentation to support one of the sixteen expenses that were selected for testing.

Cause: The controls in place were not operating effectively to ensure expenses are supported with the proper documentation.

Effect: The auditor noted one instance of noncompliance and a lack of internal controls over these compliance requirements.

Repeat Finding: No

Recommendation: It is recommended that the Organization design controls to ensure expenses are supported by source documentation.

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



Board of Directors 2024-25

Last Name	First Name	Title(s)	Corporate Officers (current only)	Board & Cmte Officers (current only)
Goodman	Ross	Director		Board Chair
Cowlagi	Ashish	Director		Vice Chair and Board Secretary
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		
Gibbs	Brain	Director		
Jackson	Debora	Director		
Schmidt	Peter	Director		
Bovill	Angela	CEO Director	President	
Kelly	April	Chief of Staff and VP of real Estate	Executive Vice President	
Hanscom	Kristine	Chief Fin Officer	Executive Vice President	
Tappan	Christine	Chief of Community-Based Services and Advancement	Executive Vice President	
O'Neil	Gary	Chief Social Innovation Officer	Executive Vice President	
Meegan	Nancy	Chief Human Resources Officer		
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

Sonya M. Taly

CAREER PROFILE

- Dedication to leadership that delivers high quality results
- Strong oral and written communication skills
- Proficient in Microsoft word, Power Point, Excel, Visio, Outlook, OneNote and Multiple MIS Systems
- Seek out opportunities for collaboration, innovation, development and learning
- Languages: English (Native), Spanish (Fluent), French (Intermediate)

EDUCATION

Master of Arts in Intercultural Management, SIT Graduate Institute, Brattleboro, VT, USA (2009)
Concentration in Sustainable Development. Course work included: Program Planning and Project Design, Program Monitoring and Evaluation, Intercultural Communication, Theory and Practice of Mission Driven Organizations, Conflict and Identity, Policy Advocacy, Training Design.

Bachelor of Arts in Multidisciplinary Studies, Castleton State College, Castleton, VT, USA (2004)
Concentrations in Elementary Education and Special Education, minor in US and World History.

Vermont Teaching Certifications, Elementary Education (K-6)/ Special Education (K-age 21) (2004)

Certified Lactation Counselor, Academy of Lactation Policy and Practice (December 2014 to December 2017)

Certified Food Safety Manager, RI DOH (October 2015 to 2020)

Child and Adolescent Needs and Strengths (CANS) Certified, RI DCYF (July 2018 to Present)

PROFESSIONAL EXPERIENCE

Director of Community Services

Ascentria Care Alliance, Concord, NH / Worcester, MA / West Springfield MA (September 2021 – Present)

Director of the Family Care Community Partnership (FCCP)

Communities for People, Pawtucket RI (May 2018 – Present)

Lead team of up to 20 including licensed clinicians, social workers, intake and outreach staff as well as peer support partners. Designed implementation of newly awarded DCYF funded program. Ensure quality of services provided by team. Responsibility for data analysis and reporting. Act as a liaison between agency and RI DCYF. Participate in Policy Advocacy. Lead inter-agency collaboration. Ensure day to day functionality of program and services.

Director of Health and Nutrition (November 2016 – June 2017)

Assistant Director of Health and Nutrition (March 2014 – November 2016)

Women Infants and Children (WIC) Program Manager (July 2011- March 2014)

Women Infants and Children (WIC) Supervisor (July 2009 – July 2011)

Children's Friend, Central Falls, Pawtucket and Providence RI (August 2009 to June 2017)

Over eight years of experience included: Leading and training teams of up to 30 including manager, supervisors, nurses, nutritionists, breastfeeding counselors, case managers, fiscal assistants, program assistants, AmeriCorps members and other volunteers in the delivery of WIC, Head Start, Early Head Start, Early Head Start Childcare Partnership, Pre-K, Child Care and Child and Adult Care Food Programs to up to approximately 9,000 individuals mainly within Providence, Pawtucket and Central Falls RI.

Led the expansion of programs into new communities and uncharted strategies of approach. Liaised between agency, RI DOH, RIDE and other auditing officials. Responsible for program design, innovation, standards, outreach, needs assessments and budget. Executed and led data tracking, analysis and reporting.

Participated as a leader in programmatic and agency wide strategic planning. Executed programmatic and electronic integration of nutrition and nursing efforts in WIC, EHS, EHS Child Care Partnership, CACFP and HS. Acted as a leader in the development and implementation of an agency wide integrated electronic record.

Sonya M. Taly, Page 2

PROFESSIONAL EXPERIENCE, CONTINUED

Program Assistant

ChildVoice International, Gulu, Uganda (August 2007 – March 2008)

Lived on site in outskirts of an isolated rural IDP camp while planned, developed and implemented all aspects of the opening of a residential rehabilitative center for former child soldiers and formerly abducted girls. Taught life skills and parenting classes. Oversaw Early Childhood Development program, trained and supervised teachers. Designed and implemented student recruitment process. Interviewed and screened prospective employees.

Program Assistant / Board Member

Project Chacocente, Masaya, Nicaragua (August 2005 - December 2007)

Developed preschool and kindergarten programs. Taught classes. Trained and mentored Nicaraguan teachers in classroom strategies and innovative teaching practices. Assisted in school construction and agricultural development programs. Mediated families in cases of abuse and neglect. Acted as a board member. Completed an appreciative inquiry analysis of program and affected population.

Translator/ Latin American Representative/ Business Development Assistant,

Rebuilders Automotive Supply, Coventry, RI (May 1999 – August 2008)

Began working as a Warehouse Worker sorting, packing and unpacking shipments. Promoted to work alongside product managers where I researched and organized all Latin American clientele and located new prospects. Created and maintained relationships with clients through phone, email, and in-person meetings within and outside of U.S. Translated written documents and face-to-face meetings between Spanish and English associates.

Home-Based Therapist / Teacher's Assistant

Trudeau Home-Based Therapies / Pathways Strategic Teaching Center for Autistic Children, Warwick, RI (2004, 2006)

Specialized one-on-one teacher/therapist to children ages 3-18 years with various impairments. Utilized Applied Behavioral Analysis in a classroom setting and in the home. Collected and analyzed student related data. Worked with students and counseled parents to increase positive behavior interventions and new approaches to learning. Attended meetings and trainings involving all aforementioned students.

Personal Care Attendant and Teacher's Assistant

Lothrop Elementary School and Caverly Preschool, Pittsford, VT (October 2002 – June 2004)

Provided full-time assistance within home, community, clinical, and classroom settings to a boy with severe autism. Extended experience with implementing and collecting data on Discrete Trial, Occupational Therapy, Relationship Development Intervention, and Speech Therapy. Aided to optimize inclusive academic, social, and recreational participation.

LEADERSHIP ACTIVITIES

Three Cities Coalition for RI Juvenile Justice Restructuring	(2020 to Present)
East Providence Health Equity Zone Steering Committee	(2020 to Present)
Children's Ministry Director, Impact Center PVD	(2019 to Present)
Central Falls and Pawtucket DOH Local Implementation Team	(2012 to 2015)
New York State WIC Retention Advisory Board	(2013)
RI Department of Health, Health Equity Collaborative	(2014 to 2015)
Electronic Record Tester, Super User and Trainer, Children's Friend	(2014 to 2017)
WIC EBT Card Research Team	(2010 to 2011)
Head Start Inter-Agency Health Advisory Committee	(2010 to 2014)
Gymnastics Instructor	(1996 to 2004)

PUBLISHED RESEARCH

La Chureca – Understanding The Individual: An Appreciative Inquiry of The Population Living Within The Garbage Dump of Managua, Nicaragua; 2009

REFERENCES – Available upon request

Jean Hakuzimana

Summary

With over 12 years of experience in community development strategy design, refugee resettlement policies, communication, advocacy, and media, I am the founder and Director of NHSONGA (NH Moves).

I serve as the Ascentria's Service for New Americans New Hampshire Statewide Director, where I oversee multi-grant programming between the state and Ascentria aimed at resettling refugees in New Hampshire.

I recently concluded a Deputy Editor role at Amjambo Africa, a newspaper that covers a wide range of news about immigrants and host communities in Maine. I also host the Amjambo Time podcast at WMPG, a community radio station affiliated with the University of Southern Maine.

I graduated in community development policy and practice from the Carsey School of Public Policy at the University of New Hampshire, and I hold a bachelor's degree in journalism from the University of Rwanda. I have worked with the United Nations, European Union-funded programs, regional organizations, and diplomatic, governmental, and non-profit entities in Africa and the USA, focusing on issues such as refugee resettlement, social determinants of health, environment, agriculture, biodiversity, governance, and inclusive finance. All these previous roles have nurtured a huge passion for community development that I carry whenever I am called to serve.

Experience



NH State Director

Service for New Americans: Ascentria Care Alliance

Feb 2024 - Present

Strategizing and executing the following tasks:

- Overseeing multi-grant programming between the state of New Hampshire and Ascentria aimed at resettling refugees in New Hampshire.
- Serve as the Site Director and lead a team of dedicated staff working on the resettlement and placement of refugees in NH.
- Creating social and economic programs bridging the integration of new Americans in society.



Founder and Director

NH SONGA (www.nhsonga.com)

May 2023 - Present

Strategizing and executing the following tasks:

- Led a company aimed at bridging the GAP between New Americans and their host communities in the areas of workforce, Education, and Health.
- Organizer of the annual Immigrants in NH's Workforce Conference set to debate, amplify, and scale the voice of immigrants in the workforce.



Deputy Editor/ Podcast Host at WMPG

Amjambo Africa (www.amjambofrica.com)

Nov 2022 - Present

Strategizing and executing the following tasks:

- Building a conduit of information for newcomers as they navigate life in Maine.
- Profiling ground articles about new Mainers, from Maine can understand why newcomers have arrived in Maine and profiling those who are successful from Africa to give hope to those newly arrived as well as make clear benefits, to the state of Maine, of welcoming newcomers.
- Producer and Presenter of multilingual shows: Amjambo Time, and Wiriwe Maine Show, The radio shows that air stories about business, immigration, politics, and miscellaneous affairs about New Mainers and Mainers.
- Bringing New Mainers' voices on AIR -Thanks to the collaboration with Southern Maine.



Deputy Director

Let There Be Light International

Jun 2022 - Nov 2022 (6 months)

- Supported LTBLI's international solar safety-net programming and participated in the assessment and communication of the organization's impact.
- Worked directly with organizations engaged in Climate Action and Poverty Alleviation in sub-Saharan Africa.
- Cultivated, stewarded, and managed relationships with funders.



Communications Specialist

UNDP

May 2017 - May 2018 (1 year 1 month)

- Communications Specialist with the United Nations Development Program-UNDP: #Chad Country Office. I led the formulation and implementation of the country's communication and advocacy strategy with an emphasis on strengthening partnerships and donor relations.
- I supported the development and implementation of the publication strategy for the office within its various programs with articles, success stories, photos, videos, and interviews. (www.td.undp.org)
- I managed international and national media relations for UNDP global and Country offices.



Communication Expert at Congo Bassin Forest Partnership-RAPAC/EU Funded.

Partenariat pour les Forêts du Bassin du Congo

- Worked in nine countries: Gabon, Central Africa Republic, Chad, Democratic Republic of Congo, Congo Brazzaville, Equatorial Guinea, Cameroon, and Rwanda. During my tenure, there was a huge increase of awareness, and public and community engagement towards protected areas in central African countries. I have designed an awareness momentum for challenges facing protected areas in Central Africa, especially about poaching, capacity building, and lack of funding. I engaged media houses in Central Africa, Europe, and New York to report and advocate on the plight of Protected Areas Management in Central Africa.
- I organized institutional representation in the 2016 International Union of Conservation World Congress held in Hawaii/USA with an exhibition where I hosted five side events with partners.



Communication Advisor

Ministry of Agriculture & Animal Resources

Sep 2015 - Feb 2016 (6 months)

- Providing communication expertise to the Ministry, Minister, and projects funded by various agencies among them the World Bank, European Union, IFDC, IFAD, FAO, USAID, ...



Professional Fellow in Member Affairs and Global Communications Department

The SEEP Network

Aug 2014 - Oct 2014 (3 months)

This 3-month professional fellowship with The SEEP Network; a global network of international practitioner organizations dedicated to combating poverty through promoting inclusive markets and financial systems with active Members in 170 countries and a reach out of 90 million households.



Communication Expert

African Wildlife Foundation

May 2011 - Feb 2013 (1 year 10 months)

Working across Rwanda, DR Congo, and Uganda, in this position I led the development and implementation of a regional communication strategy to enhance the conservation of endangered natural resources/species (among them mountain gorillas) in the Greater Virunga Landscape/Central Albertine Rift.

Education



University of New Hampshire

Master's degree, Community Development Policy, and Practice

2019 - 2020



University of Rwanda

Bachelor's degree in journalism

Jan 2007 - Jan 2010

College Christ Roi

High School Diploma, Latin Language and Literature

1998 - 2003



NIKOLA BARCHEY

EDUCATION

02/11/2024

YMCA of Concord, NH

- YMCA Lifeguard v6 Certification

License:

- AED for Health & Well-Being
- CPR for Health & Well-being
- First Aid
- Oxygen
- AED for Aquatics
- CPR for Aquatics

2020-2023

University of Szczecin, Poland

- Master Degree of Translation in Russian-Polish with a foreign language (English)

April 2022

Hudson Country Community College NJ, USA

- Critical Thinking & Creative Problem Solving, Certificate of Completion

March 2022

Hudson Country Community College NJ, USA

- Business Entrepreneurship, Certificate of Completion

2017-2020

University of Szczecin, Poland

- Bachelor Degree of Linguistics for business Russian-Polish-German translations

June 2015

WOPR, Moryń, Poland

- Sea Lifeguard Training & Certification

2014-2017

Gesamtschule Talsand, Schwedt / Oder, Germany

- High School, with a Mathematics and IT Profile

2013-2017

High school No. 1, Gryfino, Poland

- Philological and Law Profile

2007 - 2014

"Bel Canto" Music School, Gryfino, Poland

- 1st degree of music school graduation. Diploma in Electric Piano Instrument.

employment
ce

Navigator

Employment
H

Lifeguard at a swimming pool

08.06- 09.30.2023

Wasserwacht, Usedom Island,
Germany

Lifeguard at the seacoast

04.15.2021-04.15.2022

Cultural Care, USA

Participation in the Au Pair program

02.01-02.28.2021

Private Primary School "TAK",
Szczecin, Poland

German teacher

08.20-12.20.2020

Svømmehall, Rønne, Denmark

Lifeguard at a swimming pool

06.15- 08.15.2020

Eastwind, Balka beach Bornholm,
Denmark

Kayaking instructor/seller in water
equipment rentals for
kitesurfing/windsurfing/SUP/surfing.

06.01- 09.30.2020

Hallegård, Østermarie, Denmark
Waitress

10.01-11.31.2019

EFFEKT language school, Szczecin,
Poland
German teacher

08.01- 08.31.2018

Gasthof Stern; Prad am Stilfserjoch,
Italy
Waitress

2017-2018

Haffhus, Ueckermünde, Germany
Waitress

05.01-09.30.2017

Uwes Fischerhütte, Ahlbeck,
Germany
Waitress

2015-2020

Wasserwacht, Usedom Island /
Zingst, Germany
Lifeguard at the seacoast

ressure

Diligent

Ability to solve problems

Good organization of work (also when working remotely)

Quick adaptation to new conditions

Analytical thinking

Easy to learn new things

Initiative

Solving the conflict

Empathy

Ability to motivate others

Ability to cooperate.

LANGUAGES

English B2

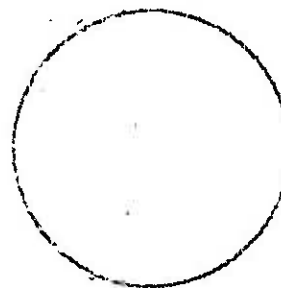
German C1

Russian B1

Czech A1

Polish Native speaker

CONTACT



MARYAM AZADA

**BEAVER MEADOW ELEMENTARY SCHOOL
CONCORD, NH**

Educational Assistant

Nov 2023-Jun 2024

- Facilitated active participation and enhanced social skills for three students, fostering an inclusive learning environment.
- Supported primary teacher by managing individualized student needs, allowing them to focus on the broader class dynamic.
- Mentored students in diverse subjects and social activities, showcasing adaptable communication skills to ensure effective collaboration and holistic growth.

SAVE THE CHILDREN

Lezha, Albania
2021-2023

Facilitator in the Health Center

- Managed intake and detailed documentation for up to 40 patients daily, ensuring precise recording of their needs. Provided assistance to hundreds, guaranteeing access to resources. Coordinated transportation, appointments, and reported concerns, actively advocating for resolutions in meetings, demonstrating strong communication and organizational skills.
- Facilitated seamless communication by translating patients' issues and locating their charts from archives, maintaining efficient interaction and follow-up.

SAVE THE CHILDREN

Refugee Registration and processor

Lezha, Albania
Apr 2023-Jul2023

Proficiently managed registration processes, meticulously checking documents and ensuring accurate record-keeping. Effectively communicated with refugees, particularly women, providing essential information and assistance with various tasks. Demonstrated empathy and cultural sensitivity while addressing their needs.

Team leader

Lezha, Albania
2021-2023

Led team aiding Afghan refugee families in Albania, fostering integration and well-being

Led a dedicated team in providing vital support to Afghan refugee families, coordinating regular discussions with caseworkers and ensuring prompt access to medical services. Achieved daily enhancements in communication and healthcare accessibility for 3 to 4 families per day.

EDUCATION

- Bachelor of Science in Pharmacy, Kabul University, AFG 2017

Professional Development:

- Completed USET for Afghan Refugees in Shengjin, Albania 2022
- Demonstrated leadership and community service as an English and cross-cultural trainer for the American Councils for International Education

Additional Training:

- Indian Technical and Economic Cooperation, Government of India, Chennai 2019
- Completed English communication skills program

ADDITIONAL INFORMATION

- Skills: Languages-English (advanced), Dari (native), Pashto (intermediate), Urdu (intermediate), Hindi (intermediate speaking); technical skills-MS Office (Word, Excel, PowerPoint).

References

- 1- Michele Vance
Beaver Meadow Elementary School Principle
Email: mvance@sau8.org
Phone: 603-225-0853
- 2- Jean Donzello
Manager (WIOA)
Jean.E.Donzello@nhes.nh.gov
+1603-229-4428

JULIET E. PRUDEN



FOCUS Workforce Coordinator

EDUCATION

NORTHERN ARIZONA UNIVERSITY Flagstaff, AZ
Bachelor of Science, Hotel/Restaurant Management.
May 1995, GPA 3.6.
Minor in Spanish.
First Hotel/Restaurant Management Major to complete University Honors Program.

UNIVERSITY OF SOUTHERN MAINE Portland, ME
Completed courses worth 9 credits to fulfill Maine's requirements for Spanish K-12 education.
Completed all education courses to fulfill Maine state requirements for certification.
Graduate courses for Master's degree in Literacy with an emphasis in English as a Second Language.

UNIVERSIDAD DE SANTIAGO DE COMPOSTELA Santiago de Compostela, Spain
Studied abroad for 3 1/2 weeks through USM. Course focus was immersion and culture, worth 6 credits.

ENTREPRENEURIAL

Ballroom Dance Instructor ME, NH, SC, VA 05/99 - present.

- ❖ Instruct both individuals and groups in a manner that combines fun with technique.
- ❖ Build rapport with students to retain them for the long term and increase word of mouth referrals for new students.
- ❖ Attend workshop and training opportunities to increase knowledge and keep up with best practices for personal and instructional purposes.

Innkeeper/Owner NH 06/06 - 11/14

- ❖ Operated Six Chimneys & A Dream Bed and Breakfast and its gift shop A Dream Within A Dream.
- ❖ Fulfilled or oversaw all roles necessary to the smooth operation of a 6 guest room B&B with customer service as a top priority.
- ❖ Coordinated Adult Enrichment Programs for area residents through the B&B, new in Fall '08.

Private Piano Instructor AZ, NH, VA 09/90 - 08/18

- ❖ Taught students between the ages of 3 and adult to play the piano.

WORK HISTORY, including Supplemental Jobs

ASCENTRIA, NH

07/23 – present

Workforce Coordinator

- ❖ Assist clients with all aspects of gaining/retaining employment in the US for up to 5 years from arrival date.
- ❖ Provide support to Services for New Americans Team, especially as pertains to new arrivals.
- ❖ Promoted from Navigator to Coordinator in 11/23, supervising Workforce Team in NH.
- ❖ Recruit, screen, train, supervise and evaluate Workforce Navigators.
- ❖ Build networks with employers and community/state programs.
- ❖ Complete reports/information for funding agencies.
- ❖ Recruit volunteers for Services for New Americans.
- ❖ Initiated pilot program of Pre-Emergent Literacy in 01/2024, matching volunteers with clients strategically for support in English acquisition, after providing initial training for the volunteers.
- ❖ Monitor active learning matches and provide ongoing coaching and support to ensure the best outcome for the client.
- ❖ Conduct periodic Financial Literacy Workshops for clients.

BIG BROTHERS, BIG SISTERS, NH

04/22 – 05/23

Youth Mentor Coordinator

- ❖ Recruited, screened, trained and evaluated volunteer mentors.
- ❖ Managed incoming mentees, whether through recruitment or referrals, evaluating their needs and conducting child and family interviews.
- ❖ Monitored active matches and worked with mentors, mentees, families and community partners to ensure the best outcome for the child. Managed the waitlist.
- ❖ Collaborated on fundraisers and represented the program at numerous community events.
- ❖ Initiated and designed a pilot program for small-group mentoring at Rundlett Middle School to serve specifically New American children. This program also radically improved the number of minority children being served by the organization.

THE FRIENDS PROGRAM, NH

11/20 – 03/22

Youth Mentor Coordinator

- ❖ Recruited, screened, trained and evaluated volunteer mentors.
- ❖ Managed incoming mentees, whether through recruitment or referrals, evaluating their needs and conducting child interviews.
- ❖ Monitored active matches and worked with mentors, mentees, families and community partners to ensure the best outcome for the child. Managed the waitlist.
- ❖ Trained new management team when former Dept. Mgr. resigned.
- ❖ Spearheaded fundraisers for Gear for Grades and Holiday Gift Giving that served over 100 kids in or related to the program.
- ❖ Initiated and designed a cross-programmatic literacy project between kids and foster grandparents that was going strong more than 1 yr. later.

TALBOTS, NH

01/20 – 07/20

Assistant Manager

- ❖ Fulfilled all duties/responsibilities of mgmt. under direction of store manager and operated store in her absence.
- ❖ Assisted customers by offering super customer service and suggestions to fulfill their needs.
- ❖ Oversaw all signage and promotional materials and managed stockroom. Maintained store files.
- ❖ Lead the way for fundraising for Dress for Success, a global nonprofit organization that provides professional attire for low-income women, to help support their job-search and interview process.

WATERFORD/WEDGWOOD/ROYAL DOULTON (WWRD), VA, ME

PT-Keyholder

07/18 – 06/19

- ❖ Fulfilled all duties of customer service and sales, as well as opening and closing the store and being responsible for cash count.
- ❖ Performed inventory analysis regularly, helped with ordering and maintaining accurate, appropriate stock levels. Took over organization of backstock.
- ❖ Built repeat customers.

PREMIUM RETAIL SERVICES, NH, VA

03/13 – 06/15, 2/19-04/19

Retail Merchandising and Auditing, Team Lead

- ❖ Performed assigned tasks as a vendor including merchandising, auditing, and maintenance for companies that contracted with Premium. Supervised teams on large projects.
- ❖ Built displays and set planograms and checked them for accuracy.
- ❖ Stocked product and maintained displays and product flow.
- ❖ Reported results back to company electronically.

FORK AND TABLE RESTAURANT, ME

07/16 – 09/16

Waitress/Administrative Assistant

- ❖ Fulfilled all duties of waitress in fine dining bistro, including communicating with the guests, bartender, and kitchen staff/management to ensure a positive dining experience.
- ❖ Built repeat customers (brand new restaurant) and an online review presence.
- ❖ Performed inventory, needs assessment, and troubleshooting.
- ❖ Helped train new servers and hostesses.

BRIDGES PREPARATORY SCHOOL, SC

01/16 – 05/16

Interim Spanish Teacher K-8

- ❖ Taught Spanish and Hispanic cultures to children in grades K-8 (nearly 450 students.)
- ❖ Designed curriculum.
- ❖ Performed duties as needed.
- ❖ Communicated with parents about children's performance.

SAU 4, NEWFOUND REG. SCHOOL DISTRICT, NH

11/06 – 06/14

Substitute Teacher, including long-term work

- ❖ Conducted the classroom as if the teacher were not absent.

- ❖ Followed lesson plans that were provided or prepared lesson plans and carried them out in the event of an unplanned or extended absence.

MSAD 71, KENNEBUNK SCHOOL DISTRICT, ME 08/03 – 03/06

Spanish Teacher

- ❖ Taught the Spanish language and Hispanic cultures to students in grades 9 through 12.
- ❖ Performed duties as needed.
- ❖ Communicated with parents about children's performance.
- ❖ Met with team members and communities of practice groups.

SOUTH PORTLAND SCHOOL DISTRICT, ME 08/00 – 06/03

Spanish Teacher

- ❖ Taught Spanish and Hispanic cultures to children in grades 6 - 8.
- ❖ Performed duties as needed.
- ❖ Communicated with parents about children's performance.

HONORS

Graduated **Cum Laude**. Awarded merit scholarships from School of Hotel/Restaurant Management. Eta Sigma Delta--National Hospitality Honor Society. High School--National Honor Society and Spanish Honor Society. Achieved 5 of 5 on Spanish AP test.

ACTIVITIES

Freshman Service Organization (Community Service Club) freshman year. Big Brothers/Big Sisters 1993-95. Pianist in production of *Godspell* summer of 1994. Leader of Civil Rights Group at MSAD 71 from '04-'05. Former member of Plymouth Regional Chamber of Commerce, Newfound Lakes Region Assoc., Hebron Capital Improvements Planning Comm., Lakes Region Assoc., NH B&B Assoc., and Professional Assoc. of Innkeepers International, Volunteer Tutor at Literacy for Life, Volunteered as Dance Instructor for 2018 Dancing with the Williamsburg Stars. Volunteer Usher at New Hampshire Music Festival 2019. Volunteered leading small group mentoring program for New American children at Rundlett Middle School October 2023-present.

Justine Uwamahoro

EXPERIENCE

Wendy's, 106 Loudon Rd Concord NH — Crew member

HIRED- NOVEMBER 2021-2023

I worked as a crew member for about three years and a half at Wendy's. In this position I was able to work in all parts of the job such as, OT, cashier, sandwich maker, etc. I developed a lot of skills from both customer care and other crew members.

Car race, Epping, NH —Crew member

Hired - June 2021

I was able to work during the summer at the car race track selling food in a Tent. I worked from 7am to 7p and got paid \$15 an hour

Babysitting, Home — Taking care of kids

Hired - from June 2018- August 2021

I took care of babies when parents were working or running errands by playing with them, feeding them, changing them, etc.

EDUCATION

Concord High School, Concord NH — High school Diploma

JUNE 17TH, 2023

After four years of hard work, I was able to graduate High school.

CRTC, Concord High School

May 25th, 2023

Concord Regional Technical Center is a program at my high school. I had the opportunity to take Criminal Justice through within that Program for two years. Even though it was a part of the school, it was considered to be its own organization. I graduated and got a certification for this program.

OTHER EXPERIENCES

March 24th, 2023

Internship — Merrimack County— Sheri ride along

I was able to get the opportunity to go on a ride along every Friday from March – May of 2023 through The CRTC criminal Justice program. I learned skills and had a very good experience during these weeks.

Internship — Ascentria as a Resettlement Navigator

June 24th, 2024

I am currently employed with Ascentria. I work with the employment team where I help New Americans get employed. I also help other Teams within our organization such as, case management with a lot of different things. Interpreting is one of my biggest priority as an employee at Ascentria.

SKILLS

Communications – I am a very good communicator. I don't hesitate when I need to speak.

Collaboration – I can work with anyone when I have to I don't have a hard time working with people.

Time Management– I am always on time and when I show up I get things done.

Organization – I am very organized and always want things to be in order

Active listener – I listen to everyone's thoughts and put what they tell me into consideration.

AWARDS

Be The Change program – Student of the year

Scholarships– college scholarships from different schools

Grants – college grants from a lot of schools.

CRTC– certificate

LANGUAGES

I am bilingual – I am fluent in Kinyarwanda and English

Shirin Ashoury

Professional Profile

Professional teacher with 15 years of experience delivering ESL, tutoring, and facilitation multiple classes as a substitute teacher. Passionate to help students succeed academically to supports opportunities for their future careers.

- Classroom management
- Flexibility
- Teamwork
- Giving and receiving feedback
- Student centered teaching
- Empathetic

Language: Farsi – Fluent, English - Fluent

Technology: Microsoft Office and Google Platforms

Education

SIT Graduate Institute, Brattleboro, VT

Anticipated 2018

Master of Arts in Teaching English to Speakers of Other Languages

Relevant courses include:

- Second Language Acquisition
- Approaches to Teaching
- Language Analysis for Lesson Planning
- Adult Education
- Group Dynamics
- Teaching the Four Skills

New Hampshire Department of Education, Concord, NH

Certification in Teaching ESOL

2012

Rudehen Azad University, Rudehen, Iran

Bachelor of Arts: Teaching English as a Foreign/Second Language

2006

Teaching Experience

Ascentria Care Alliance

January 2022 – present

Education Department Coordinator

Responsible for creating a vibrant and innovative program to help refugees and immigrants acquire essential skills necessary for succeeding with daily living, employment and overall integration

Ascentria Care Alliance

January 2019 – January 2022

ESL Teacher

Teaching ESL to refugees and immigrants

SIT Graduate Institute

Library Assistant

January 2018- April 2018

- Assisting college students in finding and checking books in and out of the library

MA TESOL Office Assistant

September 2017- December 2017

- Create materials for faculty to use in their classes

603-499-3717

Shirin Ashoury

free3shain@yahoo.com

Keene School District, Keene, NH

Tutor

July 2018- December 2018

- Working in the special education department at Keene High School and giving a one on one support to a student and supporting the student in all classes

ESL Paraprofessional

April 2017-July 2017

- Pulled out students from the classroom who needed additional support
- Designed lesson plans according to the curriculum and students' needs
- Collaborated with the classroom teacher to elevate non-native speaker to the native speaker level in Math and ESL

Tutor

October 2016-April 2017

- Supported all third-grade students in all subjects
- Collaborated with all the third-grade teachers to ensure that students were progressing academically

Tutor

August 2013-December 2014

- Tutored middle school special education Vistas program supporting both in the classroom and in the study groups

Marlborough School District, Marlborough, NH

ESL Teacher

December 2014-February 2016

- Created lesson plans to bring a student from basic to native level
- Taught ESL and English for Special Purposes for student's additional class support

School Administrative Unit#29, Keene, NH

Substitute Teacher

November 2010-June 2013

- Manage classes in the absence of current teacher
- Delivering classes to students from kindergarten to high school

Arya Educational Institute, Tehran, Iran

ESL Teacher

April 2005-December 2008

- Facilitated ESL using Let's Go Intermediate and Interchange textbooks
- Taught female students from elementary to adults in all levels, in conversation and grammar

Danesh Language Institute, Tehran, Iran

ESL Teacher

June 2003-May 2005

- Taught all girls in multiple age groups
- Managed classroom through creating a fun and engaging learning environment

MINHUI NIE

QUALIFICATIONS SUMMARY

- Native Chinese speaker born in Beijing, China, living there until June 2000; U.S. Citizen since September 2008
- TOEFL 637 (Aug. 2000); GMAT 700 (Nov. 2000); English Proficiency Test 91% (Oct. 2022)
- Majored BA in English Literature and Education and taught English at college level for five years (1993 to 1998)
- Worked as Office Manager and Interpreter for Lockheed Martin Beijing Office for two years (1998 to 2000); Personal Assistant, Translator and Interpreter for LL Global for a total of 7 years. Proficient with Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat
- Dialect knowledge: Native Mandarin speaker; understanding Chinese Shanghai dialect
- Additional experience, qualifications, and accomplishment:
 - LOMA FLMI (English) designation 2 (2011)
 - Interpreter for Insurance Training Session for China Life Insurance Company at LL Global (2017)
 - Interpreter for Mr. Ke Zhang, CEO of China Taiping Insurance Holdings-Ltd. at 2017 LL Global Board Meeting in Washington, D.C.
 - Interpreter for rehab programs at New England Center for Hearing Rehabilitation, LLC (Summer of 2018)
 - TABE 11&12 Certification Part I and Part II
 - Teaching English Now! Foundational Principles (an online non-credit course authorized by Arizona State University)
 - Published translation books:
 - *A Game for Swallows – To die, to leave, to return* by Zeina Abirached (English->Chinese)
 - *Don't Go without Me* by Rosemary Valero-O'Connell (English->Chinese)

PROFESSIONAL EXPERIENCE

Ascentria Care Alliance

Jan. 2023 – Present

ESOL (English for Speakers of Other Languages) Teacher

Assistant Lead ESOL Team

- Responsible for providing effective leadership to volunteers and interns as needed.
- Responsible for training programs to ensure volunteers and interns are adequately trained in all required areas.
- Develop volunteers and interns including supervising, coaching and mentoring.
- Interview, hire, orient, supervise and evaluate volunteers and interns.
- Perform a variety of complicated tasks that require decision-making, judgment and confidentiality.

Partner Relations

- Network and develop relationships with potential employers/providers.
 - Work closely with employment industry leaders to understand trends, needs, and opportunities and work collaboratively with partners to develop programming that effectively meets those needs.
 - Create and support connections with government agencies, employment/provider associations, and community members who may provide opportunities for students to develop competencies, and integrate learning and daily living responsibilities.
 - Promote the program through community networking and providing presentations; develop and maintain relationships with key stakeholders and partners.

Student Services

- Develop and deliver lesson plans using a wide range of techniques and strategies that engage students and that address all aspects of language including reading, writing, speaking, and listening.
- Conduct assessments to accurately place students in appropriate level classes.
- Design and administer formal and informal assessments to evaluate students' progress.
- Differentiate lessons to meet the needs of the group and individual students simultaneously.
- Develop and deliver vocational English lesson plans tailored to students' skill levels and employers' needs, including job-related English as a second language.
- Develop daily/weekly lesson plans aligned with Ascentria's ESOL, basic education, and workforce preparation curriculum goals.

- Plan, organize, and provide instruction for ESOL adult learners that is consistent and coordinated with the organization's ESOL curriculum, and that helps students reach students learning targets and increases their daily life skills and abilities.
- Provide and assess out of the classroom (distance learning) assignments including regular homework.
- Educate and encourage students on accessing English learning resources outside of class time.
- Stay up to date on best practices in ESOL education and apply new ideas in the classroom including the use of technology.
- Maintain working knowledge of the Workforce Innovation and Opportunity Act (WIOA).
- Provide a supportive and positive learning environment with high expectations for students.
- Assist with securing and maintaining training space as needed, and identify and maintain needed resources.
- Collaborate closely with fellow teacher(s) and other staff members.
- Support resettlement team as needed to ensure core services are provided to refugees.
- Treat refugee clients with respect, dignity and respect for privacy at all times.

Record Keeping and Reporting

- Assist with reporting to funders on individual student progress as well as overall program outcomes.
- Maintain complete and accurate records of each student's progress and attendance.
- Ensure quality of casefiles or records associated with students and services on an ongoing basis.
- Complete, submit and maintain documentation in accordance with contractual standards and in a timely manner.
- Maintain client database, client financial records and case files, including case notes, contacts and documents held for safekeeping on behalf of clients.
- Complete and file progress and other administrative reports according to program procedures and deadline.
- Represent team during monitoring by funders.
- Perform other duties as assigned to help meet the goals of the program or the agency.

LL Global

Aug. 2015 – Nov. 2016

Rewards & Recognition Specialist, Centre for Professional Development (LOMA FLMI designation)

- Regularly communicating important order/customer information to the sales team that support business objectives, generate new leads that result in pipeline creation and revenue
- Responsible for final review of all translations and ensuring files are completed with deadlines
- Updated and prepared brochures/flyers for conferences
- Documented LMS administrative procedures and provided training and support to team and students

LL Global

Oct. 2007 – Nov. 2011

Personal Assistant, International Operations Team (LOMA FLMI designation)

- Contributed to 20% membership growth by assisting with conferences and translations of webinars and newsletters to tap potential markets
- Managed manager's travels and arranged meetings with member companies
- Translated, edited, standardized, and finalized material prepared for employees and contractors
- Prepared project plans, proposals, training materials, and online documentation
- Served as interpreter for foreign visitors, clients, and customers

Fiserv Lending Solutions (FLS) Title Resolution Department

Nov. 2004 – Sep. 2007

Resolution Associate

- Implemented initiatives that increased overall team productivity and achieved highest productivity among peers within 6 months of assuming position
- Reviewed landowner mortgages titles for discrepancies
- Followed up with customers and borrowers through telephone and written correspondence
- Conducted title research and resolved issues between title and mortgage

Fiserv Lending Solutions (FLS) Recording Department

May 2004 – Nov. 2004

Recording Technician

- Analyzed and verified landowner titles for mortgages; processed funds for recording and tax fees
- Determined proper ownership and verify execution of mortgage document
- Collaborated across departments for Power of Attorney and Trust Reviewers to ensure validity
- Oversaw proper execution of mortgages and conforms to individual state registry requirements
- Identified title and execution problems and implement resolution process

Fiserv Lending Solutions (FLS) Title Processing Department

Apr. 2003 – May 2004

E-Title Processor

- Obtained title information, Schedule A information, legal descriptions, and system data verification
- Identified title and execution problems and routed tickets to the appropriate offices for resolution

Lockheed Martin Global, Inc. Beijing Representative Office

July 1997 – June 2000

Office Manager & Translator

- Managed office budget, project schedules, and international correspondence
- Processed Financial Management reports
- Facilitated and participated in meetings, consultations, and negotiations with partners and customers
- Translate and proofread materials and documents
- Interpreter of meetings and business negotiations

Capital Normal University, Foreign Language College, Beijing

July 1993 – July 1997

English Instructor

- Teach intensive English reading, extensive-English reading, oral English, comprehensive English listening, Mandarin
 - Undertake the teaching of college's undergraduate and adult English courses, and teaching of foreign students Mandarin courses
 - Design and develop English elective courses
 - Participate in the foreign language services and activities
 - Participate in translation and interpretation training, collective lesson preparation, teaching seminars and regular meetings
 - Encourage and guide students to participate in English and Mandarin activities and competitions
 - Participate in the creation of syllabus according to the plan

Canadian Institute of Business and Technology (CIBT) School of Business

September 1996 – July 1998

English Instructor

- Teach Chinese business managers international business applications of English and Western business and cultural practices
 - Responsible for the adult business English teaching in small classes
 - Actively participate in various training sessions organized by school
 - Organize practical and effective activities to improve students' interest and ability in business English learning
 - Understand and be familiar with each student's unique needs and help him/her improve at his/her own pace
- Assist in the implementation of the latest projects of English training for corporate clients

EDUCATION

Baruch College, CUNY Zicklin School of Business, New York, NY

Jan. 2003

Master of Science in Computer Information Systems (MS CIS)

Capital Normal University Foreign Language College, Beijing, China

June 1993

Bachelor of Arts in English Language and Literature (BA)

Major: English language and literature **Minors:** French, Language teaching methodology, and Psychology

Honors: University Scholarship for 4 consecutive years

SKILLS

- Native Mandarin speaker; fully fluent in English and Chinese; understanding Shanghai dialect
- Extensive experience and insight into cross-cultural business communications (US-China transactions)
- Developed Item Selection and Inventory Control System and E-Business web sites
- Proficiency with Microsoft tools, such as Word, Excel, PowerPoint, Outlook, as well as Adobe Acrobat

Patricia M. Gerbert

QUALIFICATIONS:

- Excellent Communication Skills: written, verbal, and listening
- Excellent in Multi-Tasking in high-stress environments; Adapts quickly to changes that may be needed
- Detail Oriented and Well Organized, Highly Motivated, Energetic, and Enthusiastic
- Committed to customer service, with an ability to build productive relationships, resolve complex issues, and win customer loyalty.
- Computer Applications: Microsoft applications such as Word, Excel, PowerPoint, Access, and Outlook; Work Stream, Tempo, Oracle, as well as other MRP-type applications.
- Lean Manufacturing, including 5S, 6 Sigma, and Kanban

PROFESSIONAL BACKGROUND:

Ascentria Care Alliance; Office Administrator, Call Center Manager, ASL Manager, and Document Translations Manager Manchester, NH; 2013 to Present;

- Answer customers' questions, resolve problems, and maintain customer satisfaction
- Train, direct, and motivate the scheduling staff
- Perform eligibility checks for Medicaid / MCO consumers
- Compile billing reports to reflect appointment rates, travel time, and mileage to bill customers and pay the interpreters
- Coordinate interpreter expense receipts so interpreters are reimbursed for personal money spent
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- Oversee recruitment, hiring, and training of staff to further company goals and sustain high customer service benchmarks.
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L-3 Insight Technology; Clean Room Supervisor Londonderry, NH 2010 to 2012

- Maintained daily and monthly reports of quality and productivity.
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- Improved audit downtime by 70%
- Responsible for prioritizing production floor schedules and personnel to ensure high quality and output of products based on customer needs and requirements.

Allegro Microsystems; Production Supervisor; Manchester, NH 2002 to 2009

- Perform daily audits to verify the high quality of product output, as well as verify that all procedures and policies are adhered to
- Created a standardized training workbook to create a uniform training program for employees.
- Motive and encourage personnel; discipline, up to termination process, if needed.
- Testing and troubleshooting circuit boards.
- Implemented a quality rework program to fulfill corrective actions to ensure the high-quality of product

EDUCATION:

Business Degree in process at Southern New Hampshire University

****Volunteer work and references upon request**

Humayun Sarabi

— Key Qualifications —

Results-oriented executive with a proven track record in strategic management and program leadership, specializing in fundraising strategy, major gifts development, and corporate and foundation giving, Donor Cultivation, Event Planning, Relationship Management. Adept at building and leading teams to achieve fundraising goals.

— Other Skills —

Skilled in grant and portfolio management, entrepreneurship, and business development. Strong people and operations management skills with a focus on program monitoring and evaluation. Expert in scaling and managing startups.

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- Led the successful resettlement of Afghan refugees in Massachusetts by collaborating with federal and state agencies.
- Nurtured and managed partnerships with over 32 POWIR sites, fostering strong relationships between the sites and Afghan families.
- Spearheaded successful fundraising campaigns resulting in a 20% increase in financial support for refugee resettlement programs through community sponsorship.
- Developed and executed strategies to engage private donors, securing significant contributions.
- Developed and implemented strategies for the efficient allocation of resources and budget, resulting in the seamless operation of resettlement programs.
- Led and supervised teams responsible for resettlement and case management, ensuring smooth day-to-day activities and government benefit programs.

VP of Operations and Strategy, Women Empowered Afghanistan – Boston, MA (January 2020 to August 2021)

- Assisted the CEO in setting and driving the organization's vision, operational strategy, and hiring needs.
- Negotiated and secured funding from U.S. donors, surpassing annual fundraising targets by 25%.
- Developed and implemented innovative fundraising initiatives, including successful partnerships with international organizations.
- Successfully negotiated with stakeholders to implement journalism training programs in Afghanistan, promoting human rights through media advocacy.
- Acted as the main point of contact for U.S. donors, fostering strong relationships to secure funding for the organization.
- Developed actionable business strategies and plans to align with short-term and long-term objectives.

Senior Policy and Planning Strategic Advisor, CAREC Institute – Urumqi, China (May 2018 to December 2019)

- Provided strategic support to CAREC Institute's management team, contributing to the development of CI 2022, including the Financial Sustainability Report and Institutional Improvement Plan.
- Devised a fundraising strategy resulting in a \$6 million annual increase to CAREC Institute's budget through member countries' contributions.
- Led and conducted CAREC Institute's meetings, drafting agendas and delivering informative briefs on important policy matters.
- Produced key policy papers on topics such as the benefits of free trade for Central Asian countries.

Program Director, Women Empowered Afghanistan, Medford, Massachusetts (July 2013 to May 2017)

- Successfully executed and oversaw various activities, demonstrating excellent project planning and implementation skills.
- Integrated data from multiple sources to develop annual and multi-annual plans, ensuring effective organization-wide strategies.
- Demonstrated exceptional financial stewardship by overseeing budget development and managing financial.
- Increased board member fundraising efforts by 15%, contributing to the organization's financial sustainability.
- Led initiatives to identify and partner with local and international organizations, resulting in successful joint projects.

Research Analyst, Raytheon BBN – Cambridge, Massachusetts (April 2012 to May 2013)

- Conducted extensive research on security issues within Afghanistan, providing valuable insights through translation, proofreading, and transcription.
- Collaborated with team members during data collection efforts and consistently met deadlines.

Country Program Director, Act Now Children's Fund – Peshawar, Pakistan (2006 to 2008)

- Directed day-to-day office operations and played a key role in developing policies and initiatives for children's health, education, and women's rights.
- Managed a \$4M budget for field work, project implementation/evaluation, and proposal writing.
- Cultivated strong relationships with national organizations, promoting the organization as the third-largest South Asian nonprofit in the country.
- Facilitated the implementation of over 80 projects through partnerships with local organizations.

Program Manager, Helping Afghan Farmers Org. –Peshawar, Pakistan (1999 to 2003)

- Conducted evaluations and reported on agricultural projects in Afghanistan, coordinating project start-ups and ensuring timely completion.
 - Researched and implemented alternative livelihood projects to reduce opium poppy cultivation in Afghanistan.
 - Prepared project proposals and reports for USAID and DFID/European Union projects.
 - Provided administrative support to the department head and finalized contracts and grants.
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Educational Background

Master, Public Administration

HARVARD KENNEDY SCHOOL, HARVARD UNIVERSITY, Cambridge, Massachusetts

Master, Humanitarian Action and Human Rights

RUHR UNIVERSITÄT, University College Dublin, Germany, & Ireland

Master, Law & Diplomacy and International Relations

FLETCHER SCHOOL OF LAW, TUFTS UNIVERSITY, Medford, Massachusetts

Bachelor, Business Administration

PRESTON UNIVERSITY, Peshawar, Pakistan

Fellowships & Awards

Ash Democracy Fellow, Kennedy School, Harvard University

Best Innovative Project Award for Journalism Training Project for Women Empowered Afghanistan at (Istanbul Summit 2015), **Journalist & Writers' Foundation**

Finalists for Fellowships

Echoing Green Global Fellow, 2015

Civic Accelerator Fellowship, 2016

Detroit Challenge Fellowship, 2016

Broad Residence Fellowship, 2017

RAYE ELLEN DOUVILLE

Qualifications Summary

- Strong research, analysis, and work organization skills.
- Excellent computer usage skills and with Microsoft Word and Excel, including competency with formulas and Virtual Basic for Applications (VBA).
- Exceptional writing and verbal communication skills.
- Proficient in interviewing, fact-finding, coaching individuals in transitional or sensitive circumstances, assessing skills, issues, and risk, as well as developing client pathways forward, identifying supportive services, networking with community partners, and negotiating.

Professional Experience

Operations	Southern NH Services / DHHS/NHEP Concord & Laconia, NH	10/18 - Pres
	• Provided technical, research, and administrative support to NHEP staff • Reviewed and documented SurveyMonkey surveys daily in New HEIGHTS • Rebuilt ten Assessment & Intervention Unit (AIU) Excel reports to calculate automatically • Developed formulas and used Visual Basic for Applications (VBA) to run AIU report tasks • Compiled monthly participant engagement reports based on New HEIGHTS information • Edited, revised, and developed three editions of the comprehensive NHEP Field Workers Guide • Worked with NHEP management to create and edit reports, forms, and letter templates • Researched topics as assigned • Created an extensive Excel report on the Cliff Effect • Produced and updated a reference of in-demand jobs, wages, top employers, and available Community College education tracks, by county • Collaborated with NHEP management to edit the guiding Work Verification Plan	
Investigator	State of New Hampshire Commission for Human Rights Concord NH	06/16 – 2/18
	• Developed and updated plans for assigned case resolution • Wrote legal charges for Complainants when a prima facie case existed under law • Interviewed relevant parties to obtain case facts • Analyzed documentation and data from the Respondent and Complainant • Mediated potential case settlements between the case parties • Wrote detailed reports on whether probable cause existed • Organized workload to manage caseload priorities	
Career Advisor	Ascentria Care Alliance / Health Profession Opportunity Project Manchester, NH	06/13 – 11/15
	• Provided vocational and academic counseling to clients pursuing a healthcare career • Assessed client skills and interests to help them create a career path and plan • Worked with and guided clients on their progress toward goals. • Evaluated and documented client training and employment outcomes • Managed and monitored expenditures made on behalf of the client • Networked with community partners to identify potential client services • Scheduled, tested, and interviewed applicants • Audited case files of various Ascentria departments as a member of its review team • Wrote a client success story published by the federal Administration for Children & Families	

RAYE ELLEN DOUVILLE

Certifying Officer NH Employment Security
Laconia, NH

10/04 - 6/09

- Tested the new agency software system to identify and report errors
- Worked with the software development team to resolve the errors
- Investigated case issues that could affect claimant eligibility
- Applied law and rule to case facts
- Wrote legal determinations on case issues
- Organized and managed caseload following statutory guidelines
- Calculated and applied deductible income and back pay awards that impacted benefit payments
- Mentored new Certifying Officers and reviewed their work
- Instructed NHES staff on workload and time management

Self-Employment Independent Insurance Agent
Auburn & Bedford, NH

93-03

Commercial Underwriter Merchants Insurance Group
Bedford NH

79-92

- Evaluated potential risk and acceptability of commercial insurance applications
- Accepted and rejected submissions based on company guidelines and statutory requirements
- Negotiated contract terms, including coverage amounts, provisions, and premiums
- Monitored and reported on account financial results
- Supervised the commercial underwriting unit from 1989-1991
- Conducted quarterly and yearly audits of department staff
- Conducted and completed annual reviews for each staff member
- Interviewed and hired new staff

Education

Keene State College, Keene, NH
The Institutes, Malvern PA

Bachelor of Arts - Sociology, History
Chartered Property and Casualty Underwriter

Workshops

• Motivation & Behavior Change	Cygnat Associates	09/14
• Bridges Out of Poverty Part I	Aha Process	12/13
• Bridges Out of Poverty Part II	Aha Process	06/14
• Your Money Your Goals	Granite United Way	04/15
• Suicide Prevention	Connect & National Alliance on Mental Illness	04/15
• Poverty Simulation	Child and Family Services	05/15
• Motivational Interviewing	Cenpatico & New Hampshire Health Families	06/15
• Suicide Postvention	Connect & National Alliance on Mental Illness	07/15
• Mental Health First Aid	National Council for Behavioral Health	08/15

Recognition

Health & Human Services Great Customer Service Award	08/20
Ascentria Care Alliance Employee Recognition Award	10/14
Volunteer NH Spirit of New Hampshire Service Award	10/12
New Hampshire Employment Security Employee of the Month	10/06

Jean Hakuzimana

Summary

With over 12 years of experience in community development strategy design, refugee resettlement policies, communication, advocacy, and media, I am the founder and Director of NHSONGA (NH Moves).

I serve as the Ascentria's Service for New Americans New Hampshire Statewide Director, where I oversee multi-grant programming between the state and Ascentria aimed at resettling refugees in New Hampshire.

I recently concluded a Deputy Editor role at Amjambo Africa, a newspaper that covers a wide range of news about immigrants and host communities in Maine. I also host the Amjambo Time podcast at WMPG, a community radio station affiliated with the University of Southern Maine.

I graduated in community development policy and practice from the Carsey School of Public Policy at the University of New Hampshire, and I hold a bachelor's degree in journalism from the University of Rwanda. I have worked with the United Nations, European Union-funded programs, regional organizations, and diplomatic, governmental, and non-profit entities in Africa and the USA, focusing on issues such as refugee resettlement, social determinants of health, environment, agriculture, biodiversity, governance, and inclusive finance. All these previous roles have nurtured a huge passion for community development that I carry whenever I am called to serve.

Experience



NH State Director

Service for New Americans: Ascentria Care Alliance

Feb 2024 - Present

Strategizing and executing the following tasks:

- Overseeing multi-grant programming between the state of New Hampshire and Ascentria aimed at resettling refugees in New Hampshire.
- Serve as the Site Director and lead a team of dedicated staff working on the resettlement and placement of refugees in NH.
- Creating social and economic programs bridging the integration of new Americans in society.



Founder and Director

NH SONGA (www.nhsonga.com)

May 2023 - Present

Strategizing and executing the following tasks:

- Led a company aimed at bridging the GAP between New Americans and their host communities in the areas of workforce, Education, and Health.
- Organizer of the annual Immigrants in NH's Workforce Conference set to debate, amplify, and scale the voice of immigrants in the workforce.



Deputy Editor/ Podcast Host at WMPG

Amjambo Africa (www.amjamboafrica.com)

Nov 2022 - Present

Strategizing and executing the following tasks:

- Building a conduit of information for newcomers as they navigate life in Maine.
- Profiling ground articles about new Mainers, from Maine can understand why newcomers have arrived in Maine and profiling those who are successful from Africa to give hope to those newly arrived as well as make clear benefits, to the state of Maine, of welcoming newcomers.
- Producer and Presenter of multilingual shows: Amjambo Time, and Wiriwe Maine Show, The radio shows that air stories about business, immigration, politics, and miscellaneous affairs about New Mainers and Mainers.
- Bringing New Mainers' voices on AIR -Thanks to the collaboration with Southern Maine.



Deputy Director

Let There Be Light International

Jun 2022 - Nov 2022 (6 months)

- Supported LTBLI's international solar safety-net programming and participated in the assessment and communication of the organization's impact.
- Worked directly with organizations engaged in Climate Action and Poverty Alleviation in sub-Saharan Africa.
- Cultivated, stewarded, and managed relationships with funders.



Communications Specialist

UNDP

May 2017 - May 2018 (1 year 1 month)

- Communications Specialist with the United Nations Development Program-UNDP: #Chad Country Office. I led the formulation and implementation of the country's communication and advocacy strategy with an emphasis on strengthening partnerships and donor relations.
- I supported the development and implementation of the publication strategy for the office within its various programs with articles, success stories, photos, videos, and interviews. (www.td.undp.org)
- I managed international and national media relations for UNDP global and Country offices.

CBFP

PEFC

Communication Expert at Congo Bassin Forest Partnership-RAPAC/EU Funded.

Partenariat pour les Forêts du Bassin du Congo

- Worked in nine countries: Gabon, Central Africa Republic, Chad, Democratic Republic of Congo, Congo Brazzaville, Equatorial Guinea, Cameroon, and Rwanda. During my tenure, there was a huge increase of awareness, and public and community engagement towards protected areas in central African countries. I have designed an awareness momentum for challenges facing protected areas in Central Africa, especially about poaching, capacity building, and lack of funding. I engaged media houses in Central Africa, Europe, and New York to report and advocate on the plight of Protected Areas Management in Central Africa.
- I organized institutional representation in the 2016 International Union of Conservation World Congress held in Hawaii/USA with an exhibition where I hosted five side events with partners.



Communication Advisor

Ministry of Agriculture & Animal Resources

Sep 2015 - Feb 2016 (6 months)

- Providing communication expertise to the Ministry, Minister, and projects funded by various agencies among them the World Bank, European Union, IFDC, IFAD, FAO, USAID, ...



Professional Fellow in Member Affairs and Global Communications Department

The SEEP Network

Aug 2014 - Oct 2014 (3 months)

This 3-month professional fellowship with The SEEP Network; a global network of international practitioner organizations dedicated to combating poverty through promoting inclusive markets and financial systems with active Members in 170 countries and a reach out of 90 million households.



Communication Expert

African Wildlife Foundation

May 2011 - Feb 2013 (1 year 10 months)

Working across Rwanda, DR Congo, and Uganda, in this position I led the development and implementation of a regional communication strategy to enhance the conservation of endangered natural resources/species (among them mountain gorillas) in the Greater Virunga Landscape/Central Albertine Rift.

Education



University of New Hampshire

Master's degree, Community Development Policy, and Practice

2019 - 2020



University of Rwanda

Bachelor's degree in journalism

Jan 2007 - Jan 2010

College Christ Roi

High School Diploma, Latin Language and Literature

1998 - 2003

Kathy Kitchell

Education and Certifications

TEFL/TESOL Certification

International TEFL Academy
180 credit hours

Leon, Nicaragua
October 2015

ESOL Certification

Granite State College

Manchester, NH
In progress

Bachelor of Arts, Individualized Studies English Language Arts

Granite State College
Magna Cum Laude

Manchester, NH
June 2013

Experience

Resettlement and Integration Coordinator, Ascentria Care Alliance, Concord, NH

2023- Present

Specializing in Refugee School Impact and Elder Refugee Services

Education Liaison, Ascentria Care Alliance, Concord, NH

August 13, 2018 – 2023

Teaching Assistant, Wilson Elementary School, First-Fifth Grade, Manchester, NH

September 2007 to June 2018

Teaching Assistant, Beach Street Elementary School, EL summer program, Manchester, NH

July 2017-August 2017

Tutor, YMCA, Manchester, NH, November

2016-present (after school)

Ready-for-Success Program, Wilson Elementary, Pre-K, Manchester, NH

Summers of 2007- 2012 & 2014

Tutor, 21st Century Program, Wilson Elementary, Manchester, NH

2007-2015 (after school)

Volunteer experience, Tanzania, Africa, summer 2013

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

Additional Skills

LLI Training – Language Level Instruction

CPI Training – Crisis Prevention Intervention

Patricia M. Gerbert

QUALIFICATIONS:

- Excellent Communication Skills: written, verbal, and listening
- Excellent in Multi-Tasking in high-stress environments; Adapts quickly to changes that may be needed
- Detail Oriented and Well Organized, Highly Motivated, Energetic, and Enthusiastic
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Humayun Sarabi

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- Directed day-to-day office operations and played a key role in developing policies and initiatives for children's health, education, and women's rights.
- Managed a \$4M budget for field work, project implementation/evaluation, and proposal writing.
- Cultivated strong relationships with national organizations, promoting the organization as the third-largest South Asian nonprofit in the country.
- Facilitated the implementation of over 80 projects through partnerships with local organizations.

Program Manager, Helping Afghan Farmers Org. –Peshawar, Pakistan (1999 to 2003)

- Conducted evaluations and reported on agricultural projects in Afghanistan, coordinating project start-ups and ensuring timely completion.
 - Researched and implemented alternative livelihood projects to reduce opium poppy cultivation in Afghanistan.
 - Prepared project proposals and reports for USAID and DFID/European Union projects.
 - Provided administrative support to the department head and finalized contracts and grants.
-

Educational Background

Master, Public Administration

HARVARD KENNEDY SCHOOL, HARVARD UNIVERSITY, Cambridge, Massachusetts

Master, Humanitarian Action and Human Rights

RUHR UNIVERSITÄT, University College Dublin, Germany, & Ireland

Master, Law & Diplomacy and International Relations

FLETCHER SCHOOL OF LAW, TUFTS UNIVERSITY, Medford, Massachusetts

Bachelor, Business Administration

PRESTON UNIVERSITY, Peshawar, Pakistan

Fellowships & Awards

Ash Democracy Fellow, Kennedy School, Harvard University

Best Innovative Project Award for Journalism Training Project for Women Empowered Afghanistan at (Istanbul Summit 2015), **Journalist & Writers' Foundation**

Finalists for Fellowships

Echoing Green Global Fellow, 2015

Civic Accelerator Fellowship, 2016

Detroit Challenge Fellowship, 2016

Broad Residence Fellowship, 2017

RAYE ELLEN DOUVILLE

Qualifications Summary

- Strong research, analysis, and work organization skills.
- Excellent computer usage skills and with Microsoft Word and Excel, including competency with formulas and Virtual Basic for Applications (VBA).
- Exceptional writing and verbal communication skills.
- Proficient in interviewing, fact-finding, coaching individuals in transitional or sensitive circumstances, assessing skills, issues, and risk, as well as developing client pathways forward, identifying supportive services, networking with community partners, and negotiating.

Professional Experience

Operations Southern NH Services / DHHS/NHEP 10/18 - Pres
Concord & Laconia, NH

- Provided technical, research, and administrative support to NHEP staff
- Reviewed and documented SurveyMonkey surveys daily in New HEIGHTS
- Rebuilt ten Assessment & Intervention Unit (AIU) Excel reports to calculate automatically
- Developed formulas and used Visual Basic for Applications (VBA) to run AIU report tasks
- Compiled monthly participant engagement reports based on New HEIGHTS information
- Edited, revised, and developed three editions of the comprehensive NHEP Field Workers Guide
- Worked with NHEP management to create and edit reports, forms, and letter templates
- Researched topics as assigned
- Created an extensive Excel report on the Cliff Effect
- Produced and updated a reference of in-demand jobs, wages, top employers, and available Community College education tracks, by county
- Collaborated with NHEP management to edit the guiding Work Verification Plan

Investigator State of New Hampshire Commission for Human Rights 06/16 – 2/18
Concord NH

- Developed and updated plans for assigned case resolution
- Wrote legal charges for Complainants when a prima facie case existed under law
- Interviewed relevant parties to obtain case facts
- Analyzed documentation and data from the Respondent and Complainant
- Mediated potential case settlements between the case parties
- Wrote detailed reports on whether probable cause existed
- Organized workload to manage caseload priorities

Career Advisor Ascentria Care Alliance / Health Profession Opportunity Project 06/13 – 11/15
Manchester, NH

- Provided vocational and academic counseling to clients pursuing a healthcare career
- Assessed client skills and interests to help them create a career path and plan
- Worked with and guided clients on their progress toward goals.
- Evaluated and documented client training and employment outcomes
- Managed and monitored expenditures made on behalf of the client
- Networked with community partners to identify potential client services
- Scheduled, tested, and interviewed applicants
- Audited case files of various Ascentria departments as a member of its review team
- Wrote a client success story published by the federal Administration for Children & Families

RAYE ELLEN DOUVILLE

Certifying Officer NH Employment Security
Laconia, NH

10/04 - 6/09

- Tested the new agency software system to identify and report errors
- Worked with the software development team to resolve the errors
- Investigated case issues that could affect claimant eligibility
- Applied law and rule to case facts
- Wrote legal determinations on case issues
- Organized and managed caseload following statutory guidelines
- Calculated and applied deductible income and back pay awards that impacted benefit payments
- Mentored new Certifying Officers and reviewed their work
- Instructed NHES staff on workload and time management

Self-Employment Independent Insurance Agent
Auburn & Bedford, NH

93-03

Commercial Underwriter Merchants Insurance Group
Bedford NH

79-92

- Evaluated potential risk and acceptability of commercial insurance applications
- Accepted and rejected submissions based on company guidelines and statutory requirements
- Negotiated contract terms, including coverage amounts, provisions, and premiums
- Monitored and reported on account financial results
- Supervised the commercial underwriting unit from 1989-1991
- Conducted quarterly and yearly audits of department staff
- Conducted and completed annual reviews for each staff member
- Interviewed and hired new staff

Education

Keene State College, Keene, NH
The Institutes, Malvern PA

Bachelor of Arts - Sociology, History
Chartered Property and Casualty Underwriter

Workshops

• Motivation & Behavior Change	Cygnat Associates	09/14
• Bridges Out of Poverty Part I	Aha Process	12/13
• Bridges Out of Poverty Part II	Aha Process	06/14
• Your Money Your Goals	Granite United Way	04/15
• Suicide Prevention	Connect & National Alliance on Mental Illness	04/15
• Poverty Simulation	Child and Family Services	05/15
• Motivational Interviewing	Cenpatico & New Hampshire Health Families	06/15
• Suicide Postvention	Connect & National Alliance on Mental Illness	07/15
• Mental Health First Aid	National Council for Behavioral Health	08/15

Recognition

Health & Human Services Great Customer Service Award	08/20
Ascentria Care Alliance Employee Recognition Award	10/14
Volunteer NH Spirit of New Hampshire Service Award	10/12
New Hampshire Employment Security Employee of the Month	10/06

NH Department of Health and Human Services

KEY PERSONNEL
Refugee Support Services

FY25

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Oct - June

Contractor Name:

Ascentria Community Services, Inc

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Sonya Taly	Director of Community Services	\$ 1,599.00	\$ 85,280.00
Jean D.Hakuzimana	Statewide Director of SNA	\$ 18,780.84	\$ 83,470.40
Nikola Barchey	Resettlement Coordinator -Stability and Security	\$ 20,648.16	\$ 45,884.80
Maryam Azada	Resettlement Navigator -Stability and Security	\$ 34,320.00	\$ 45,760.00
To Be Determined	Resettlement Navigator -Stability and Security	\$ 34,320.00	\$ 45,760.00
Juli Pruden	Resettlement Coordinator -Employment	\$ 3,887.52	\$ 51,833.60
Justine Uwamahoro	Resettlement Navigator -Employment	\$ 15,873.00	\$ 42,328.00
Shirin Ashoury	Education Program Manager	\$ 2,475.72	\$ 66,019.20
Minhui Nei	ESOL Teacher	\$ 8,447.40	\$ 45,052.80
Patricia Gerbert	Compliance Coordinator	\$ 1,866.54	\$ 49,774.40
Humayun Sarabi	Business Manager	\$ 2,730.00	\$ 72,800.00
Raye Ellen Douville	Administrative Assistant	\$ 1,720.68	\$ 45,864.00

NH Department of Health and Human Services

**KEY PERSONNEL
Refugee Support Services**

FY26

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

July-Sept

Contractor Name:

Ascentria Community Services, Inc

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Sonya Taly	Director of Community Services	\$ 548.99	\$ 87,838.40
Jean D.Hakuzimana	Statewide Director of SNA	\$ 6,447.48	\$ 85,966.40
Nikola Barchey	Resettlement Coordinator -Stability and Security	\$ 7,088.64	\$ 47,257.60
Maryam Azada	Resettlement Navigator -Stability and Security	\$ 11,783.20	\$ 47,132.80
To Be Determined	Resettlement Navigator -Stability and Security	\$ 11,783.20	\$ 47,132.80
Juli Pruden	Resettlement Coordinator -Employment	\$ 1,334.84	\$ 53,393.60
Justine Uwamahoro	Resettlement Navigator -Employment	\$ 5,449.60	\$ 43,596.80
Shirin Ashoury	Education Program Manager	\$ 842.66	\$ 67,412.80
Minhui Nei	ESOL Teacher	\$ 2,900.30	\$ 46,404.80
Patricia Gerbert	Compliance Coordinator	\$ 640.90	\$ 51,272.00
Humayun Sarabi	Business Manager	\$ 937.30	\$ 74,984.00
Raye Ellen Douville	Administrative Assistant	\$ 590.46	\$ 47,236.80

NH Department of Health and Human Services

**KEY PERSONNEL
Services for Older Refugees**

FY25

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Oct - June

Contractor Name:

Ascentria Community Services, Inc

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jean D. Hakuzimana	Statewide Director of SNA	\$ 1,565.07	\$ 83,470.40
Kathy Kitchell	Resettlement Coordinator -Special Populations	\$ 3,773.64	\$ 50,315.20
Patricia Gerbert	Compliance Coordinator	\$ 1,866.54	\$ 49,774.40
Humayun Sarabi	Business Manager	\$ 1,365.00	\$ 72,800.00
Raye Ellen Douville	Administrative Assistant	\$ 1,719.90	\$ 45,864.00

NH Department of Health and Human Services

**KEY PERSONNEL
Services for Older Refugees**

FY26

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

July-Sept

Contractor Name: Ascentria Community Services, Inc

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jean D.Hakuzimana	Statewide Director of SNA	\$ 537.29	\$ 85,966.40
Kathy Kitchell	Resettlement Coordinator -Special Populations	\$ 1,297.92	\$ 51,916.80
Patricia Gerbert	Compliance Coordinator	\$ 640.90	\$ 51,272.00
Humayun Sarabi	Business Manager	\$ 468.65	\$ 74,984.00
Raye Ellen Douville	Administrative Assistant	\$ 590.46	\$ 47,236.80

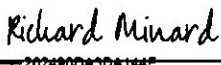
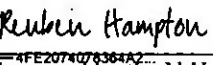
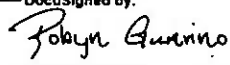
Subject: RFA-2025-OCOM-01-REFUG-02 - Refugee Support Services

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Building Community in New Hampshire		1.4 Contractor Address 1045 Elm Street, Suite 202 Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-9620	1.6 Account Unit and Class TBD	1.7 Completion Date September 30, 2025	1.8 Price Limitation \$105,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/6/2024		1.12 Name and Title of Contractor Signatory Richard Minard Executive Director	
1.13 State Agency Signature Signed by:  Date: 9/6/2024		1.14 Name and Title of State Agency Signatory Reuben Hampton Director, Office of Health Equity	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

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

New Hampshire Department of Health and Human Services
Refugee Support Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

1.3. Paragraph 14, Insurance, is amended by adding subparagraph 14.1.3 as follows:

14.1.3. Automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation.

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. Refugee Support Services

1.1.1. The Contractor must provide statewide case management and employment support services, and may deliver English to Speakers of Other Languages (ESOL) instruction for ORR-eligible individuals, including refugees, asylees, holders of Special Immigrant Visas and others designated by ORR for up to five (5) years from the eligibility date, prioritizing those who have been in the U.S. for one (1) year or less, with priority given to:

1.1.1.1. Individuals who are receiving public cash assistance;

1.1.1.2. Unemployed individuals who are not receiving public cash assistance; and

1.1.1.3. Employed individuals in need of services to retain employment or to attain economic independence.

1.1.2. The Contractor must coordinate the onset of Refugee Support Services delivery, as needed, with the Resettlement Agency working with the ORR-eligible individual to coordinate services.

1.1.3. Case Management Services

1.1.3.1. The Contractor must provide case management services to assist individuals with succeeding in their new communities including, but not limited to:

1.1.3.1.1. Assisting with housing-related issues.

1.1.3.1.2. Referring individuals to medical, mental health, and dental care services and other support services, as appropriate.

1.1.3.1.3. Referring individuals to appropriate English for Speakers of Other Languages (ESOL) or vocational ESOL programs.

1.1.3.1.4. Assisting individuals with accessing and enrolling in mainstream public programs such as Women, Infants and Children Nutrition Program (WIC), Fuel Assistance, and Head Start.

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- 1.1.3.1.5. Identifying conveniently located, subsidized day care providers, as appropriate.
- 1.1.3.1.6. Assisting individuals with transportation, as needed, for the purpose of transporting individuals to initial employment and other appointments including but not limited to:
 - 1.1.3.1.6.1. Providing direct transportation by authorized Contractor staff in vehicles approved by the Contractor that meet all applicable safety standards. The Contractor must provide proof of valid automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation; and/or
 - 1.1.3.1.6.2. Providing payment for transportation such as bus, uber, and taxi fares.
- 1.1.3.1.7. Providing general cultural orientation about the U.S., with topics submitted to the Department for approval within ten (10) days of the Effective Date of this Agreement.
- 1.1.3.1.8. Providing orientation for parents and students to U.S. school systems, as needed.

1.1.4. Employment Services

- 1.1.4.1. The Contractor must provide employment services that focus on job development, placement, retention, and re-employment.
- 1.1.4.2. The Contractor must develop and maintain relationships with employers, including, but not limited to:
 - 1.1.4.2.1. Working with employers to assist with hiring and onboarding processes.
 - 1.1.4.2.2. Working with employers to develop employer-based training.

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- 1.1.4.2.3. Collaborating with existing governmental and private job development agencies.
- 1.1.4.3. The Contractor must develop employment support for each employable individual, including, but not limited to:
 - 1.1.4.3.1. Conducting employability assessments utilizing Department approved assessment instruments.
 - 1.1.4.3.2. Developing and maintaining a Family Self-Sufficiency Plan for all individuals within a family comprised of at least one (1) employable adult.
 - 1.1.4.3.3. Developing and maintaining Employment Plans for each individual eligible for employment.
 - 1.1.4.3.4. Assisting individuals with developing resumes.
 - 1.1.4.3.5. Scheduling and arranging job interviews for employable individuals and assisting them with submitting job applications until they are employed.
 - 1.1.4.3.6. Providing referrals to support services.
 - 1.1.4.3.7. Providing transportation training to increase employability, as necessary.
- 1.1.4.4. The Contractor must attend meetings with the Department as needed including, but not limited to:
 - 1.1.4.4.1. The quarterly state Refugee Advisory Council meeting.
 - 1.1.4.4.2. The bi-weekly, or as otherwise scheduled by the Department, Employment Team meeting.
- 1.1.5. English to Speakers of Other Languages (ESOL)
 - 1.1.5.1. The Contractor may deliver ESOL instruction to rapidly prepare individuals for entry into the job market and facilitate community integration.
 - 1.1.5.2. The Contractor must inform the Department if ESOL instruction will be provided.
 - 1.1.5.3. If ESOL instruction is provided the Contractor must:

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- 1.1.5.3.1. Monitor class attendance of unemployed newly arriving individuals and Refugee Cash Assistance recipients;
- 1.1.5.3.2. Prioritize newly arriving individuals and public assistance recipients;
- 1.1.5.3.3. Accommodate new arrivals by offering rolling enrollment;
- 1.1.5.3.4. Offer classes at easy-to-access location(s);
- 1.1.5.3.5. Provide a minimum of twelve (12) hours per week of instruction, utilizing a combination of in-person classroom, remote and/or distance learning;
- 1.1.5.3.6. Administer and maintain the following items in client files, ensuring files are available for review by the State Refugee Coordinator annually and at other unscheduled times:
 - 1.1.5.3.6.1. Entrance and exit ESOL tests using Contractor-preferred tools, test results, attendance records, and progress reports to be made available to the Department upon request.
- 1.1.5.3.7. Prioritize survival level English and literacy needs of students; and
- 1.1.5.3.8. Ensure all ESOL teachers receive training, resources, and support to implement sufficient instructional approaches.

1.2. Services for Older Refugees

- 1.2.1. The Contractor must provide statewide services that promote integration, naturalization, and independent healthy living to ORR-eligible individuals aged 60 years or older (ORR-eligible older individuals), for up to five (5) years from the date of arrival in the U.S, prioritizing those who have been in the U.S. for one (1) year or less. The Contractor must:
 - 1.2.1.1. Conduct home visits and needs assessments;
 - 1.2.1.2. Provide case management that addresses physical, psychological, and social needs;

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- 1.2.1.3. Facilitate access to mainstream aging services in the community, including, but not limited to providing information about and facilitating enrollment in supportive services, nutrition services, meal delivery, senior community centers, and intergenerational activities;
- 1.2.1.4. Create opportunities for living independently as long as possible, including, but not limited to transportation assistance, home care, adult day care, and respite care services;
- 1.2.1.5. Develop opportunities for ORR-eligible older individuals to connect with their communities to avoid isolation, including, but not limited to facilitating connections to mental health support, community navigators, and opportunities for engagement in social and cultural activities;
- 1.2.1.6. Assist ORR-eligible older individuals on the path to citizenship, especially those at risk of losing Supplemental Security Income or other federal benefits, to naturalize, including, but not limited to providing and/or referring clients to civics instructions, counseling, and application assistance;
- 1.2.1.7. Develop working relationships with the Department's Bureau of Elderly and Adult Services and community resources including elderly service providers to improve client access to mainstream services and cultural sensitivity of mainstream providers;
- 1.2.1.8. Collaborate with mainstream service providers to:
 - 1.2.1.8.1. Enhance congregate nutrition services and meals delivered to homebound individuals to meet ethnic dietary needs;
 - 1.2.1.8.2. Develop culturally appropriate education resources, including civics education, relative to citizenship and naturalization; and
 - 1.2.1.8.3. Develop culturally appropriate recreational activities and services;
- 1.2.1.9. Inform ORR-eligible older individuals and their families about Adult Protection law and services; and

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1.2.1.10. Advocate on matters relating to housing, financial support, health, behavioral health, and family concerns.

1.3. Provisions Applicable to Refugee Support Services and Services for Older Refugees

1.3.1. The Contractor must ensure all required services are:

1.3.1.1. Person-centered;

1.3.1.2. Trauma-informed;

1.3.1.3. Strengths-based; and

1.3.1.4. Culturally and Linguistically Appropriate (CLAS).

1.3.2. The Contractor must work with all applicable service providers and employers to ensure they understand and address the cultural and communication access needs of individuals being served, and advocate on behalf of individuals to protect their civil rights and ensure access to services.

1.3.3. Notwithstanding Paragraphs 8 and 9 of the General Provisions of this Agreement, the Contractor must communicate any challenges related to the scope of services described in this Agreement in a timely manner to the Department and be available to meet as requested by the Department in order to:

1.3.3.1. Review performance;

1.3.3.2. Discuss current caseload and needed supports and services; and

1.3.3.3. Identify and address challenges and barriers to providing services.

1.3.4. The Contractor must obtain written consent from participants to share personally identifiable information (PII) and protected health information (PHI) with the Department, and maintain the written consent in clients' casefiles.

1.3.5. The Contractor must maintain eligibility verification documents, case notes and progress reports in client files and make them available to the Department upon request.

1.3.6. The Contractor must share data through the Department's Secure File Transfer Protocol (SFTP).

1.3.7. The Contractor must ensure staff:

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- 1.3.7.1. Are sufficient in number to carry out the scope of services;
- 1.3.7.2. Are culturally and ethnically reflective of the population(s) served to the extent possible; and
- 1.3.7.3. Participate in trainings on federal CLAS and civil rights laws compliance, including policies and procedures for handling discrimination complaints, as provided by the Department.
- 1.3.8. The Contractor must participate in virtual or in-person meetings with the Department upon request, in addition to any meeting requirements described above.
- 1.3.9. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 1.4. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
 - 1.4.1. The Contractor must submit:
 - 1.4.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of this Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
 - 1.4.1.2. A written attestation, within 45 days of the Effective Date of this Agreement agreement and annually thereafter, that all personnel involved the provision of services to individuals have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).
 - 1.4.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of this Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

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1.4.2. Reporting Requirements:

1.4.2.1. The Contractor must submit semi-annual ORR-6 report data in accordance with ORR reporting requirements found here: www.acf.hhs.gov/orr/form/report-forms in a format acceptable to the Department, for reporting periods October 1 – March 31 and April 1 – September 30, no later than 30 days after the end of each reporting period, to ensure progress toward program deliverables.

1.4.2.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.5. Background Checks

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

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

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

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

1.6. Confidential Data

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

1.6.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and



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state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.7. Privacy Impact Assessment

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

- 1.7.1.1. How PII is gathered and stored;
- 1.7.1.2. Who will have access to PII;
- 1.7.1.3. How PII will be used in the system;
- 1.7.1.4. How individual consent will be achieved and revoked; and
- 1.7.1.5. Privacy practices.

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

1.8. Department Owned Devices, Systems and Network Usage

1.8.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

- 1.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited,

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to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.8.1.7. Agree that email and other electronic communication messages, created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.8.1.9. Agree when utilizing the Department's email system:

1.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential

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and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.8.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.8.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.8.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.8.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.8.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.8.2. Workspace Requirement

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- 1.8.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.9. Contract End-of-Life Transition Services

1.9.1. General Requirements

- 1.9.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

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

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

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

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

1.9.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.9.2. Completion of Transition Services

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

1.9.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.9.3. Disagreement over Transition Services Results

1.9.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at

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any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

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

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EXHIBIT B

- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.2.3.1. Brochures.
 - 3.2.3.2. Resource directories.
 - 3.2.3.3. Protocols or guidelines.
 - 3.2.3.4. Posters.
 - 3.2.3.5. Reports.
- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

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- 4.3. If the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, GY2024 Refugee Support Services and Set-Asides, as awarded on November 14, 2023, February 9, 2024 and August 26, 2024, by the DHHS Admin for Children & Families, ALN 93.566, FAIN 2401NHRSSS.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-4, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Laura.mcglashan@dhhs.nh.gov or mailed to:

Laura McGlashan,
Interim State Refugee Coordinator
97 Pleasant Street
Thayer Building
Concord, NH 03301

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5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Building community in New Hampshire
Budget Request for:	Refugee Support Services (Option A)
Budget Period	10/1/24 - 6/30/25 (SFY25)
Indirect Cost Rate (if applicable)	21.8%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$42,040
2. Fringe Benefits	\$6,305
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	\$1
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1
6. Travel	\$814
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$100
Total Direct Costs	\$49,261
Total Indirect Costs	\$10,739
TOTAL	\$60,000

Contractor Initials:



Exhibit C-2 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Building Community in New Hampshire
Budget Request for:	Refugee Support Services (Option A)
Budget Period	7/1/25 - 9/30/25 (SFY26)
Indirect Cost Rate (if applicable)	0.218
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$14,020
2. Fringe Benefits	\$2,104
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	\$1
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$265
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$30
Total Direct Costs	\$16,420
Total Indirect Costs	\$3,580
TOTAL	\$20,000

Contractor Initials:

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Building Community in New Hampshire
Budget Request for:	Services for Older Refugees (Option C)
Budget Period	10/1/24 - 6/30/25 (SFY25)
Indirect Cost Rate (if applicable)	21.80%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$12,870
2. Fringe Benefits	\$1,931
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	\$1
5.(e) Supplies Office	\$0
6. Travel	\$373
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (Interpretation Services)	\$220
9. Subrecipient Contracts	\$0
Total Direct Costs	\$15,395
Total Indirect Costs	\$3,355
TOTAL	\$18,750

Contractor Initials:

Exhibit C-4 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Building Community in New Hampshire
Budget Request for:	Services for Older Refugees (Option C)
Budget Period	7/1/25 - 9/30/25 (SFY26)
Indirect Cost Rate (if applicable)	0.218
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$4,290
2. Fringe Benefits	\$644
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	\$1
5.(e) Supplies Office	\$0
6. Travel	\$127
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$70
Total Direct Costs	\$5,132
Total Indirect Costs	\$1,119
TOTAL	\$6,250

Contractor Initials:

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

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- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

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SECTION B: 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

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SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

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SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

The 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

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SECTION E: 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 Agreement, 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.

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SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

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FORM A

As the Grantee 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 UEI (SAM.gov) number for your entity is: J35RLKZBU5H9
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Name: Building Community in New Hampshire

9/6/2024

Date: _____

DocuSigned by:

Richard Minard

Name: Richard Minard

Title: Executive Director

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Date 9/6/2024

New Hampshire Department of Health and Human Services

Exhibit E

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

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or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required; and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Exhibit F



BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit F

Business Associate Agreement
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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

Signed by:

Reuben Hampton

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Signature of Authorized Representative

Reuben Hampton

Name of Authorized Representative

Director, Office of Health Equity

Title of Authorized Representative

9/6/2024

Date

Building Community in New Hampshire

Name of the Contractor

DocuSigned by:

Richard Minard

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Signature of Authorized Representative

Richard Minard

Name of Authorized Representative

Executive Director

Title of Authorized Representative

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State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 660551

Certificate Number: 0006773080



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of September A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dhan Timsina, hereby certify that:

1. I am a duly elected Board Chair of Building Community in New Hampshire _____
(Corporation/LLC Name)

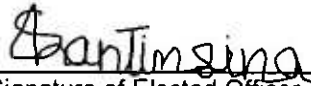
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 3, 2024 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **Richard A. Minard, Jr., Executive Director** (Name and Title of Contract Signatory)

is duly authorized on behalf of **Building Community in New Hampshire** 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 **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: September 4, 2024



Signature of Elected Officer
Name: Dhan Timsina
Title: Chair, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2024

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.net FAX (A/C, No): (603) 293-7188	
INSURED Building Community in New Hampshire 1045 Elm Street Suite 202 Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co LTD INSURER B: Twin City Fire Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 24**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			04SBAAE5959	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			04SBAAE5959	05/15/2024	05/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ 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	N/A		04WECCR0500	07/30/2024	07/30/2025

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

CERTIFICATE HOLDER**CANCELLATION**State of NH Department of Health and Human Services
129 Pleasant Street

Concord

NH 03301

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

Fairley Kenneally

Mission Statement: Building Community in New Hampshire

To be a multi-ethnic mutual assistance organization that provides an array of services required by diverse refugee and immigrant communities that help newcomers to understand and navigate the systems that are part of everyday life.

BUILDING COMMUNITY IN NEW HAMPSHIRE
FINANCIAL STATEMENTS
Year Ended December 31, 2023

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INDEPENDENT ACCOUNTANT'S AUDIT REPORT

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

Opinion

We have audited the accompanying financial statements of Building Community in New Hampshire (a Corporation), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Building Community in New Hampshire as of December 31, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Management's Responsibility for the Financial Statements

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

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

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

Auditor's Responsibility

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

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

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

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

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

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

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

Ernest L. Tomkiewicz CPA

Ernest L Tomkiewicz CPA PLLC

Concord, NH

March 25, 2024

BUILDING COMMUNITY IN NEW HAMPSHIRE
Statement of Financial Position
As of December 31, 2023

	2023
ASSETS	
Current Assets	
Cash	\$ 174,280
Accounts Receivable	83,502
Pledges Receivable	160,000
Prepaid Insurance	3,530
Payroll Asset	631
Office Security Deposit	1,000
Total Current Assets	\$ 422,943
Non-current assets	
Lease Assets	\$ 23,974
Total Non-current Assets	\$ 23,974
TOTAL ASSETS	\$ 446,917
LIABILITIES	
Current Liabilities	
Payroll Liabilities	\$ 7,641
Deferred Contract Revenue	210,592
Total Current Liabilities	\$ 218,233
Non-current Liabilities	
Lease Liability	\$ 23,974
Total Non-current Liabilities	\$ 23,974
TOTAL LIABILITIES	\$ 242,207
NET ASSETS	
Without Donor Restrictions	\$ 44,710
With Donor Restrictions	160,000
TOTAL NET ASSETS	\$ 204,710
TOTAL LIABILITIES AND NET ASSETS	\$ 446,917

See accompanying notes and independent accountant's audit report

BUILDING COMMUNITY IN NEW HAMPSHIRE

Statement of Activities

For the Year Ended December 31, 2023

	2023
Revenue	
Contributions	\$ 180,000
Fundraising	27,369
State Grants	238,227
Private Foundations	155,692
Miscellaneous	453
Total Revenue	\$ 601,741
Expenses	
Program Expenses	\$ 351,026
Administration	122,455
Fundraising	3,618
Total Expenses	477,099
Total Expenses	\$ 477,099
CHANGE IN NET ASSETS	
With Donor Restrictions	\$ 160,000
Without Donor Restrictions	(35,358)
Total Change in Net Assets	\$ 124,642
NET ASSETS, Beginning	\$ 80,068
NET ASSETS, Ending	\$ 204,710

See accompanying notes and independent accountant's audit report

BUILDING COMMUNITY IN NEW HAMPSHIRE**Statement of Cash Flows**

For the Year Ended December 31, 2023

	2023
CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	\$ 124,642
(Increase) decrease from operating assets	
Accounts Receivable	(63,735)
Prepaid Insurance	(914)
Pledges Receivable	(160,000)
Increase (decrease) from operating liabilities	
Payroll Liabilities	5,277
Deferred Contract Revenue	61,900
Net cash used in operating activities	\$ (32,830)
CASH FLOWS FROM INVESTING ACTIVITIES	
	\$ -
Net cash used in investing activities	\$ -
CASH FLOWS FROM FINANCING ACTIVITIES	
	\$ -
Net cash used in financing activities	\$ -
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (32,830)
CASH AND CASH EQUIVALENTS, beginning of year	\$ 207,110
CASH AND CASH EQUIVALENTS, end of year	\$ 174,280

Interest Paid	\$ -
Taxes Paid	\$ -

See accompanying notes and independent accountant's audit report

BUILDING COMMUNITY IN NEW HAMPSHIRE
Statement of Functional Expenses
For the Year Ended December 31, 2023

	Program Expenses	Administration	Fundraising	Total
Administrative	\$ 20,735	\$ 3,164	\$ 90	\$ 23,989
Contract Services	55,710	10,602	-	66,312
Employee Expenses				
Wages	225,772	75,638	1,397	302,807
Payroll Taxes	18,077	5,910	107	24,094
Unemployment Insurance	260	288	-	548
Employee Benefits	12,720	3,877	87	16,684
Payroll Services	-	2,035	-	2,035
Fundraising	-	-	550	550
Information Technology				
Computer and Software	2,874	3,890	-	6,764
Website	-	455	-	455
Insurance				
Liability	-	1,158	-	1,158
Worker's Compensation	-	1,106	-	1,106
Directors and Officers	-	1,868	-	1,868
Miscellaneous	197	176	-	373
Office Expenses	204	6,872	1,347	8,423
Program and Training	1,886	310	40	2,236
Rent	12,591	3,754	-	16,345
Utilities	-	1,352	-	1,352
Total	\$ 351,026	\$ 122,455	\$ 3,618	\$ 477,099

See accompanying notes and independent accountant's audit report

BUILDING COMMUNITY IN NEW HAMPSHIRE
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023

NOTE A – THE ORGANIZATION

Nature of operations

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

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

Revenue

The organization receives revenue from several main sources during the year. In 2023, revenue is from contributions and fundraising, state provided grants, and private funded grants. There are no concentrations of funding from any one source in particular that creates a risk to revenue flow.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

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

Net assets without donor restrictions

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

Net assets with donor restrictions

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

Measure of Operations

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

Cash and cash equivalents

The Organization considers cash, money market accounts and short-term, highly liquid investments with a maturity of three months or less, as cash in the financial statements. The balance of cash is held in FDIC insured bank accounts. There were no cash equivalents as of December 31, 2023. The Organization's cash balance at year end is \$174,280.

Use of Estimates

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

Advertising Costs

The cost of all advertising is expensed as incurred by the Organization. Advertising costs for the year 2023 are \$0.

Capitalization Policy

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

Depreciation and Amortization

Assets are depreciated along the following time frames: buildings 39 years, building improvements 39 years, equipment 5-7 years, furniture and fixtures 3 years. Depreciation expense and accumulated depreciation for the year is \$0. The Organization holds no capital assets as of December 31, 2023.

Intangible assets are amortized over a 15-year period. Amortization expense and accumulated amortization for 2023 are \$0. For the year ended December 31, 2023, there are no intangible assets held.

Concentrations of Credit Risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of cash, cash equivalents and investments. The Organization maintains its

cash in one bank account that, at times, may exceed federally insured limits. The Organization has not experienced, nor does it anticipate, any losses with respect to such accounts.

Contributions Receivable

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

As of December 31, 2023, the Organization has \$160,000 in contributions receivable from three separate donors.

Revenue Recognition

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

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

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

In Kind Donations

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

Functional Expenses

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

The expenses that are allocated include the following:

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

Income Taxes

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

Leases

The Organization follows FASB ASU No. 2017-02, "Leases (Topic 842)," which requires organizations that lease assets, referred to as "lessees," to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases with lease terms of more than 12 months. ASU 2017-02 will also require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases and will include qualitative and quantitative requirements. As of December 31, 2023, the Organization holds a lease asset and corresponding lease liability in the amount of \$23,974 for a long-term lease it holds.

Presentation

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

NOTE C - AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets for the year ended December 31, 2023:

	2023
Cash	\$174,280

For the year ended December 31, 2023, the Organization reports working capital in the amount of \$204,712. The average days cash on hand for the year ended December 31, 2023, is 157 days.

NOTE D - NET ASSETS

For the year ended December 31, 2023, the Organization reports \$44,710 in net assets without donor restrictions and \$160,000 in net assets with donor restrictions. Restrictions on net assets pertain to the use of the funds for various program expenses.

NOTE E – RISK MANAGEMENT AND UNCERTAINTY

General

Business and operations are sensitive to general business and economic conditions in the United States. A host of factors beyond the Organization's control could cause fluctuations in these conditions. Adverse conditions may include recession, downturn or otherwise, changes in regulations or restrictions, or competition. These adverse conditions could affect the Organization's financial condition and the results of its operations. As of December 31, 2023, the Organization is operating as a going concern.

Insurance

The Organization is exposed to various risks of loss related to tort, theft of, damage to and destruction of assets, errors and omissions, and job-related illness or injuries to employees for which it carries commercial insurance to cover the risk of loss for both property and business liability. There are no known claims of incidents that may result in the assumption of material claims arising from potential losses as of December 31, 2023.

Cash

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

NOTE F – BOARD DESIGNATION

During 2023, the board voted unanimously to create a board-restricted class, Services Without Grant, to cover case-management services for clients who are not eligible for other grant-supported services (e.g., refugees who have been in the US for more than five years). The initial funding for the account will be \$25,000 drawn from our unrestricted general operating funds. Staff may add additional unrestricted funds to the class as they are needed.

NOTE G - DATE OF MANAGEMENT'S REVIEW

In preparing the financial statements, The Organization has evaluated events and transactions for potential recognition or disclosure through March 25, 2024, the date that the financial statements were available to be issued.

Board of Directors: Building Community in New Hampshire

Dhan Timsina, Chair

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

Ben Morrow, Treasurer

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

Lindsay Allsop

Lindsay brings to BCNH expertise in measuring the impact of social service programs. As the Data and Organizational Performance Manager at the New Hampshire Children's Trust, Lindsay manages a statewide database and supports Family Resource Center staff across NH. Prior to joining NHCT, Lindsay coordinated communications and marketing initiatives at the UNH Institute on Disability and worked in marketing and product development departments at Wayfair in Boston and Sydney, Australia. Lindsay grew up in Concord, where she now lives with her husband, graduated from Bates College, and earned a Master of Business Administration degree from the Paul College of Business and Economics at UNH. She was elected to the BCNH Board in October 2023.

Ishwori Bhatta

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

Blaise Nganyi Imbembe

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

Nira Kandel

Nira is a public health specialist at the Manchester Department of Health. She also works as a special investigator for the U.S. Department of State's Bureau of Diplomatic Security. Originally from Nepal, Nira was educated in Nepal, earning a master's degree in rural development and a law degree. She moved to Manchester in 2021 with her husband and daughter after postings in Nepal, Indonesia, and Egypt. Nira is currently enrolled in a year-long training program at UNH's Institute on Disabilities to provide enhanced care coordination to children, youth, and their caregivers whose parents are impacted by opioid-use disorders and other substance-use disorders.

David Kirkpatrick, Vice Chair

Dave Kirkpatrick started his career as a reporter at the Montana Standard after earning a BA in Journalism at the University of Montana in Missoula and worked for many years as a writer and editor. In 2013, he earned credentials as teacher of English to speakers of other languages and worked at Concord High School and NH Technical Institute with New Americans, including three people who would become case managers at BCNH and a fourth who would become a member of the Board. Dave has most recently served as a kitchen manager at the Friendly Kitchen in Concord and has volunteered at Upreach Therapeutic Equestrian Center and the Concord Coalition to End Homelessness. He was elected to the Board in December 2022. Dave lives in Concord with his wife and daughter.

Dorsa Razi

Dorsa Razi immigrated to the United States from Iran in 2017. She had earned an associate's degree in Mechanical Engineering from the University of Tehran, learned English at New Hampshire Technical Institute in Concord, and earned a Bachelor of Science in Architecture at Keene State College in 2022. She now works as an architectural designer at Warrenstreet Architects in Concord. Dorsa lives in Concord with her husband. She was elected to the Board in October 2023.

Lena Neruk

Lena Neruk earned her first law degree at Odessa State University in Ukraine in 2000, and she practiced law in the Odessa region for the next 16 years. After immigrating to the United States in 2016, she earned Certificate in Paralegal Studies from Boston University in 2017 and an LLM degree from Suffolk University School of Law in Boston in 2021. She is currently a paralegal at Bernstein, Shur, Sawyer & Nelson, P.A. in Manchester. Lena started her volunteer work in Odessa in 1998 in support of UNICEF. In 2022, she was a cofounder of Dobro New England, a nonprofit organization that sends humanitarian aid back to Ukraine. Lena lives in Londonderry with her husband. She speaks Ukrainian, Russian, and English. She was elected to the Board in August 2024.

Updated: August 2024

RICHARD A MINARD JR.

EXPERIENCE

2018-PRESENT

EXECUTIVE DIRECTOR, BUILDING COMMUNITY IN NEW HAMPSHIRE

2017-2021

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

2015-2017

DEPUTY DIRECTOR, NH OFFICE OF ENERGY AND PLANNING

2009-2014

VICE PRESIDENT FOR POLICY, NH COMMUNITY LOAN FUND

2006-2008

PRESIDENT AND CEO, NH AUDUBON

2005-2006

EXECUTIVE DIRECTOR, HARVARD UNIVERSITY CENTER FOR THE ENVIRONMENT.

2000-2005

CO-EXECUTIVE DIRECTOR, NH CENTER FOR PUBLIC POLICY STUDIES

1994-2000

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

1991-1994

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

1989-1991

COMPARATIVE RISK PROJECT MANAGER, VERMONT AGENCY OF NATURAL RESOURCES

1986-1989

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

1980-1986

EDITORIAL PAGE EDITOR, VALLEY NEWS

1980

ASSISTANT PRESS SECRETARY, U.S. SENATOR JOHN DURKIN

1978-1980

REPORTER, THE KEENE SENTINEL

EDUCATION

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

Master of Public Administration, emphasis on environmental management and economics

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

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

Senior State and Local Executives Program, 1986

University College, Cardiff, Wales, 1977-1978

Rotary International Fellow at the Centre for Journalism Studies

Harvard College, Cambridge, MA, 1973-1977

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

Center for Whole Communities, Fayston, VT, June 2009

New Hampshire Climate and Energy Leadership Program

Leadership New Hampshire, Manchester, NH, 2002

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

Vijay Bhujel

WORK EXPERIENCE

Building Community in New Hampshire, Deputy Director

May 2023 to present

Ascentria Care Alliance

Resettlement and Integration Coordinator

2021 to 2023

Health Case Manager

2016 to 2023

Community Health Worker

2017 to 2018

Bicultural Coordinator

2013 to 2016

Community Bridges of NH

Direct Support Provider

2013 to present

Wal-Mart Supercenter Concord, NH

Inventory Associate

2013

Concord School District

Substitute Teacher

2013 to 2015

Reliance English School - Morang, Nepal

Mathematics and Sciences Teacher

2007 to 2012

The Spangle High School - Kathmandu, Nepal

Mathematics and Sciences Teacher

2004 to 2007

Panchaoti English School - Jhapa, Nepal

Community School Teacher

1999 to 2004

Bhutanese Community of New Hampshire

Board of Directors (Two Terms)

2012 to 2016

Language skills: English, Nepali, Hindi and Dzongkha

EDUCATION

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

CONTRACTOR NAME: Building Community in New Hampshire

Key Personnel (RSS)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Richard A. Minard Jr.	Executive Director	91,363	1.25%	\$1,142
Vijay Bhujel	Deputy Director	67,022	2.5%	\$1,676

Key Personnel (SOR)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Richard A. Minard Jr.	Executive Director	91,363	1.25%	\$1,142
Vijay Bhujel	Deputy Director	67,022	2.5%	\$1,676

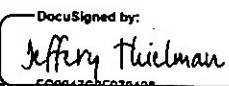
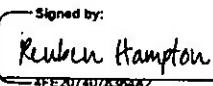
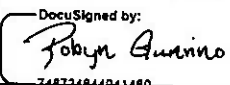
Subject: RFA-2025-OCOM-01-REFUG-03 - Refugee Support Services

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston St. 3rd Floor Boston, MA 02116	
1.5 Contractor Phone Number 617-695-9990	1.6 Account Unit and Class TBD	1.7 Completion Date September 30, 2025	1.8 Price Limitation \$424,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/9/2024		1.12 Name and Title of Contractor Signatory Jeffery Thielman President and CEO	
1.13 State Agency Signature Signed by:  Date: 9/9/2024		1.14 Name and Title of State Agency Signatory Reuben Hampton Director, Office of Health Equity	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

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

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

1.3 Paragraph 17, Insurance, is amended by adding subparagraph 14.1.3 as follows:

14.1.3. Automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation.

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. Refugee Support Services

1.1.1. The Contractor must provide statewide case management and employment support services, and may deliver English to Speakers of Other Languages (ESOL) instruction for ORR-eligible individuals, including refugees, asylees, holders of Special Immigrant Visas and others designated by ORR for up to five (5) years from the eligibility date, prioritizing those who have been in the U.S. for one (1) year or less, with priority given to:

1.1.1.1. Individuals who are receiving public cash assistance;

1.1.1.2. Unemployed individuals who are not receiving public cash assistance; and

1.1.1.3. Employed individuals in need of services to retain employment or to attain economic independence.

1.1.2. Case Management Services

1.1.2.1. The Contractor must provide case management services to assist individuals with succeeding in their new communities including, but not limited to:

1.1.2.1.1. Assisting with housing-related issues.

1.1.2.1.2. Referring individuals to medical, mental health, and dental care services and other support services, as appropriate.

1.1.2.1.3. Referring individuals to appropriate English for Speakers of Other Languages (ESOL) or vocational ESOL programs.

1.1.2.1.4. Assisting individuals with accessing and enrolling in mainstream public programs such as Women, Infants and Children Nutrition Program (WIC), Fuel Assistance, and Head Start.

1.1.2.1.5. Identifying conveniently located, subsidized day care providers, as appropriate.

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

EXHIBIT B

1.1.2.1.6. Assisting individuals with transportation, as needed, for the purpose of transporting individuals to initial employment and other appointments including but not limited to:

1.1.2.1.6.1. Providing direct transportation by authorized Contractor staff in vehicles approved by the Contractor that meet all applicable safety standards. The Contractor must provide proof of valid automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation; and/or

1.1.2.1.6.2. Providing payment for transportation such as bus, uber, and taxi fares.

1.1.2.1.7. Providing general cultural orientation about the U.S., with topics submitted to the Department for approval within ten (10) days of the Effective Date of this Agreement.

1.1.2.1.8. Providing orientation for parents and students to U.S. school systems, as needed.

1.1.3. Employment Services

1.1.3.1. The Contractor must provide employment services that focus on job development, placement, retention, and re-employment.

1.1.3.2. The Contractor must develop and maintain relationships with employers, including, but not limited to:

1.1.3.2.1. Working with employers to assist with hiring and onboarding processes.

1.1.3.2.2. Working with employers to develop employer-based training.

1.1.3.2.3. Collaborating with existing governmental and private job development agencies.

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

EXHIBIT B

1.1.3.3. The Contractor must develop employment support for each employable individual, including, but not limited to:

- 1.1.3.3.1. Conducting employability assessments utilizing Department approved assessment instruments.
- 1.1.3.3.2. Developing and maintaining a Family Self-Sufficiency Plan for all individuals within a family comprised of at least one (1) employable adult.
- 1.1.3.3.3. Developing and maintaining Employment Plans for each individual eligible for employment.
- 1.1.3.3.4. Assisting individuals with developing resumes.
- 1.1.3.3.5. Scheduling and arranging job interviews for employable individuals and assisting them with submitting job applications until they are employed.
- 1.1.3.3.6. Providing referrals to support services.
- 1.1.3.3.7. Providing transportation training to increase employability, as necessary.

1.1.3.4. The Contractor must attend meetings with the Department as needed including, but not limited to:

- 1.1.3.4.1. The quarterly state Refugee Advisory Council meeting.
- 1.1.3.4.2. The bi-weekly, or as otherwise scheduled by the Department, Employment Team meeting.

1.1.4. English to Speakers of Other Languages (ESOL)

1.1.4.1. The Contractor may deliver ESOL instruction to rapidly prepare individuals for entry into the job market and facilitate community integration.

1.1.4.2. The Contractor must inform the Department if ESOL instruction will be provided.

1.1.4.3. If ESOL instruction is provided the Contractor must:

- 1.1.4.3.1. Monitor class attendance of unemployed newly arriving individuals and Refugee Cash Assistance recipients;

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

EXHIBIT B

- 1.1.4.3.2. Prioritize newly arriving individuals and public assistance recipients;
- 1.1.4.3.3. Accommodate new arrivals by offering rolling enrollment;
- 1.1.4.3.4. Offer classes at easy-to-access location(s);
- 1.1.4.3.5. Provide a minimum of twelve (12) hours per week of instruction, utilizing a combination of in-person classroom, remote and/or distance learning;
- 1.1.4.3.6. Administer and maintain the following items in client files, ensuring files are available for review by the State Refugee Coordinator annually and at other unscheduled times:
 - 1.1.4.3.6.1. Entrance and exit ESOL tests using Contractor-preferred tools, test results, attendance records, and progress reports to be made available to the Department upon request.
- 1.1.4.3.7. Prioritize survival level English and literacy needs of students; and
- 1.1.4.3.8. Ensure all ESOL teachers receive training, resources, and support to implement sufficient instructional approaches.

1.2. Youth Mentoring Services

- 1.2.1. The Contractor must provide statewide services to eligible youth who have been in the U.S. for less than five (5) years and are between 15-24 years of age (ORR-eligible youth), prioritizing those who have been in the U.S. one (1) year or less and those who need social, academic, vocational or emotional support. The Contractor must provide services to a minimum of 30 ORR-eligible youth.
- 1.2.2. The Contractor must develop and implement youth mentoring services that include, but are not limited to:
 - 1.2.2.1. An initial needs assessment that identifies the needs and goals of each youth in the program.

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

EXHIBIT B

- 1.2.2.2. An individual plan for each youth in the program, based on the initial needs assessment.
- 1.2.2.3. Tracking and reporting the progress towards meeting each youth's identified needs and goals.
- 1.2.2.4. Case management for each youth enrolled in the program.
- 1.2.2.5. Recruiting and training mentors to provide support for each youth enrolled in the program.
- 1.2.3. The Contractor must match each enrolled youth with positive adult mentor(s) who will provide personalized support to the youth. The Contractor must:
 - 1.2.3.1. Recruit adults to act as mentors for youth in the program;
 - 1.2.3.2. Screen potential mentors to ensure background and registry checks are conducted as described in Section 1.6;
 - 1.2.3.3. Train mentors on best practices and techniques to support ORR-eligible youth program participants, including cultural effectiveness;
 - 1.2.3.4. Proactively identify eligible youth through referrals and other means; and
 - 1.2.3.5. Match eligible youth with mentors.
- 1.2.4. The Contractor must ensure mentorship activities focus on successful integration into the community, school, and work. Activities must be based on youth needs and include, but are not limited to:
 - 1.2.4.1. Providing opportunities and activities to promote the development of social and life skills.
 - 1.2.4.2. Assisting youth with learning American culture.
 - 1.2.4.3. Celebrating and maintaining the youth's cultural heritage.
 - 1.2.4.4. Providing opportunities for social engagement with peers.
 - 1.2.4.5. Providing information about opportunities to participate in civic and community services activities.
 - 1.2.4.6. Supporting youth in learning English, math, and other skills.
 - 1.2.4.7. Facilitating academic support that includes but is not limited to:

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

EXHIBIT B

- 1.2.4.7.1. Assistance with homework.
- 1.2.4.7.2. Assistance with transitions in school, including but not limited to:
 - 1.2.4.7.2.1. Transition between middle school and high school.
 - 1.2.4.7.2.2. Transition between high school and post-secondary education.
- 1.2.4.8. Assisting youth with career development including, but not limited to:
 - 1.2.4.8.1. Skill building.
 - 1.2.4.8.2. Resume drafting.
 - 1.2.4.8.3. Worker's rights.
 - 1.2.4.8.4. Training opportunities.
- 1.2.4.9. Supporting youth in developing health and financial literacy.
- 1.2.4.10. Informing the State Refugee Health Coordinator, or designee, regarding any behavioral health or adjustment concerns identified or observed for the purpose of collaborating to ensure appropriate access to care.
- 1.2.4.11. Providing culturally and linguistically appropriate education and orientation to parents and/or primary caregivers of participants.
- 1.2.5. The Contractor must develop an incentive program that encourages youth to participate in youth mentoring services, which may include, but is not limited to:
 - 1.2.5.1. Paying for registration fees or tuition costs for educational opportunities or vocational apprenticeships.
 - 1.2.5.2. Providing career development activities.
 - 1.2.5.3. Providing donated goods, such as computers.
- 1.2.6. The Contractor must submit a youth mentoring incentive program policy to the Department for review and approval prior to implementation that ensures the program is implemented in a consistent and fair manner for each youth enrolled in the program.

1.3. Services for Older Refugees

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- 1.3.1. The Contractor must provide statewide services that promote integration, naturalization, and independent healthy living to ORR-eligible individuals aged 60 years or older (ORR-eligible older individuals), for up to five (5) years from the date of arrival in the U.S, prioritizing those who have been in the U.S. for one (1) year or less. The Contractor must:
- 1.3.1.1. Conduct home visits and needs assessments;
 - 1.3.1.2. Provide case management that addresses physical, psychological, and social needs;
 - 1.3.1.3. Facilitate access to mainstream aging services in the community, including, but not limited to providing information about and facilitating enrollment in supportive services, nutrition services, meal delivery, senior community centers, and intergenerational activities;
 - 1.3.1.4. Create opportunities for living independently as long as possible, including, but not limited to transportation assistance, home care, adult day care, and respite care services;
 - 1.3.1.5. Develop opportunities for ORR-eligible older individuals to connect with their communities to avoid isolation, including, but not limited to facilitating connections to mental health support, community navigators, and opportunities for engagement in social and cultural activities;
 - 1.3.1.6. Assist ORR-eligible older individuals on the path to citizenship, especially those at risk of losing Supplemental Security Income or other federal benefits, to naturalize, including, but not limited to providing and/or referring clients to civics instructions, counseling, and application assistance;
 - 1.3.1.7. Develop working relationships with the Department's Bureau of Elderly and Adult Services and community resources including elderly service providers to improve client access to mainstream services and cultural sensitivity of mainstream providers;
 - 1.3.1.8. Collaborate with mainstream service providers to:
 - 1.3.1.8.1. Enhance congregate nutrition services and meals delivered to homebound individuals to meet ethnic dietary needs;

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1.3.1.8.2. Develop culturally appropriate education resources, including civics education, relative to citizenship and naturalization; and

1.3.1.8.3. Develop culturally appropriate recreational activities and services;

1.3.1.9. Inform ORR-eligible older individuals and their families about Adult Protection law and services; and

1.3.1.10. Advocate on matters relating to housing, financial support, health, behavioral health, and family concerns.

1.4. Provisions Applicable to Refugee Support Services, Youth Mentoring Services, and Services for Older Refugees

1.4.1. The Contractor must ensure all required services are:

1.4.1.1. Person-centered;

1.4.1.2. Trauma-informed;

1.4.1.3. Strengths-based; and

1.4.1.4. Culturally and Linguistically Appropriate (CLAS).

1.4.2. The Contractor must work with all applicable service providers and employers to ensure they understand and address the cultural and communication access needs of individuals being served, and advocate on behalf of individuals to protect their civil rights and ensure access to services.

1.4.3. Notwithstanding Paragraphs 8 and 9 of the General Provisions of this Agreement, the Contractor must communicate any challenges related to the scope of services described in this Agreement in a timely manner to the Department and be available to meet as requested by the Department in order to:

1.4.3.1. Review performance;

1.4.3.2. Discuss current caseload and needed supports and services; and

1.4.3.3. Identify and address challenges and barriers to providing services.

1.4.4. The Contractor must obtain written consent from participants to share personally identifiable information (PII) and protected health information

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Refugee Support Services**

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(PHI) with the Department, and maintain the written consent in clients' casefiles.

- 1.4.5. The Contractor must maintain eligibility verification documents, case notes and progress reports in client files and make them available to the Department upon request.
- 1.4.6. The Contractor must share data through the Department's Secure File Transfer Protocol (SFTP).
- 1.4.7. The Contractor must ensure staff:
 - 1.4.7.1. Are sufficient in number to carry out the scope of services;
 - 1.4.7.2. Are culturally and ethnically reflective of the population(s) served to the extent possible; and
 - 1.4.7.3. Participate in trainings on federal CLAS and civil rights laws compliance, including policies and procedures for handling discrimination complaints, as provided by the Department.
- 1.4.8. The Contractor must participate in virtual or in-person meetings with the Department upon request, in addition to any meeting requirements described above.
- 1.4.9. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

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

- 1.5.1. The Contractor must submit:
 - 1.5.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of this Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
 - 1.5.1.2. A written attestation, within 45 days of the Effective Date of this Agreement and annually thereafter, that all personnel involved the provision of services to individuals under the resulting agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related

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Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

1.5.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the resulting agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

1.5.2. Reporting Requirements:

1.5.2.1. The Contractor must submit semi-annual ORR-6 report data in accordance with ORR reporting requirements found here: www.acf.hhs.gov/orr/form/report-forms in a format acceptable to the Department, for reporting periods October 1 – March 31 and April 1 September 30, no later than 30 days after the end of each reporting period, to ensure progress toward program deliverables.

1.5.2.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.6. Background Checks

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

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

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

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

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1.7. Confidential Data

- 1.7.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 1.7.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.8. Privacy Impact Assessment

- 1.8.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.8.1.1. How PII is gathered and stored;
 - 1.8.1.2. Who will have access to PII;
 - 1.8.1.3. How PII will be used in the system;
 - 1.8.1.4. How individual consent will be achieved and revoked; and
 - 1.8.1.5. Privacy practices.
- 1.8.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.9. Department Owned Devices, Systems and Network Usage

- 1.9.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a

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Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

- 1.9.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.9.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.9.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.9.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.9.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.9.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.9.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.9.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.9.1.9. Agree when utilizing the Department's email system:

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- 1.9.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
- 1.9.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 1.9.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- 1.9.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.9.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.9.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 1.9.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.9.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.9.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of

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End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.9.2. Workspace Requirement

1.9.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.10. Contract End-of-Life Transition Services

1.10.1. General Requirements

1.10.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

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

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party consultants engaged by Recipient in connection with the Transition Services.

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

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

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

1.10.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.10.2. Completion of Transition Services

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

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1.10.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.10.3. Disagreement over Transition Services Results

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

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

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by

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the Department.

- 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, GY2024 Refugee Support Services and Set-Asides, as awarded on November 14, 2023, February 9, 2024 and August 26, 2024, by the DHHS Admin for Children & Families, ALN 93.566, FAIN 2401NHRSSS.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-6, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Laura.mcglashan@dhhs.nh.gov or mailed to:

Laura McGlashan
Interim State Refugee Coordinator
97 Pleasant Street
Thayer Building
Concord, NH 03301

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5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Refugee Support Services (Option A)
Budget Period	10/1/24 - 6/30/25 (SFY25)
Indirect Cost Rate (if applicable)	0.199863316
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$152,709.70
2. Fringe Benefits	\$35,123.23
3. Consultants	\$0.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0.00
5.(a) Supplies - Educational	\$0.00
5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$450.00
5.(e) Supplies Office	\$150.00
6. Travel	\$1,005.00
7. Software	\$2,700.00
8. (a) Other - Marketing/ Communications	\$0.00
8. (b) Other - Education and Training	\$0.00
8. (c) Other - Other (specify below)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
9. Subrecipient Contracts	\$7,884.85
Total Direct Costs	\$200,022.78
Total Indirect Costs	\$39,977.22
TOTAL	\$240,000.00

Contractor Initials:

New Hampshire Department of Health and Human Services	
Contractor Name: International Institute of New England, Inc.	
Budget Request for: Refugee Support Services (Option A)	
Budget Period: 7/1/25 - 9/30/25 (SFY28)	
Indirect Cost Rate (if applicable): 0.199868015	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$50,903.00
2. Fringe Benefits	\$11,708.00
3. Consultants	\$0.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0.00
5.(a) Supplies - Educational	\$0.00
5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$150.00
5.(e) Supplies Office	\$50.00
6. Travel	\$335.00
7. Software	\$900.00
8.(a) Other - Marketing/ Communications	\$0.00
8.(b) Other - Education and Training	\$0.00
8.(c) Other - Other (specify below)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
9. Subrecipient Contracts	\$2,628.00
Total Direct Costs	\$66,674.00
Total Indirect Costs	\$13,326.00
TOTAL	\$80,000.00

Contractor Initials: JT

Date: 9/10/2024 | 2:18

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Youth Mentoring Services (Option B)
Budget Period	10/1/24 - 6/30/25 (SFY25)
Indirect Cost Rate (if applicable)	0.199272745
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$32,388.60
2. Fringe Benefits	\$7,449.38
3. Consultants	\$0.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0.00
5.(a) Supplies - Educational	\$0.00
5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$0.00
5.(e) Supplies Office	\$1,620.00
6. Travel	\$351.75
7. Software	\$3,543.75
8. (a) Other - Marketing/ Communications	\$0.00
8. (b) Other - Education and Training	\$0.00
8. (c) Other - Other (specify below)	\$1,462.50
Other (please specify)	\$1,080.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
9. Subrecipient Contracts	\$1,508.96
Total Direct Costs	\$49,404.94
Total Indirect Costs	\$9,845.06
TOTAL	\$59,250.00

Contractor Initials:



Exhibit C-4 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Youth Mentoring Services (Option B)
Budget Period	7/1/25 - 9/30/25 (SFY26)
Indirect Cost Rate (if applicable)	0.199272542
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$10,796.20
2. Fringe Benefits	\$2,483.13
3. Consultants	\$0.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0.00
5.(a) Supplies - Educational	\$0.00
5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$0.00
5.(e) Supplies Office	\$540.00
6. Travel	\$117.25
7. Software	\$1,181.25
8. (a) Other - Marketing/ Communications	\$0.00
8. (b) Other - Education and Training	\$487.50
8. (c) Other - Other (specify below)	\$360.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
9. Subrecipient Contracts	\$502.99
Total Direct Costs	\$16,468.31
Total Indirect Costs	\$3,281.68
TOTAL	\$19,750.00

Contractor Initials:

Exhibit C-5 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Services for Older Refugees (Option C)
Budget Period	10/1/24 - 6/30/25 (SFY25)
Indirect Cost Rate (if applicable)	0.157193112
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$9,762.00
2. Fringe Benefits	\$2,245.00
3. Consultants	\$0.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0.00
5.(a) Supplies - Educational	\$0.00
5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$0.00
5.(e) Supplies Office	\$0.00
6. Travel	\$87.00
7. Software	\$555.00
8. (a) Other - Marketing/ Communications	\$0.00
8. (b) Other - Education and Training	\$0.00
8. (c) Other - Other (specify below)	\$3,150.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
9. Subrecipient Contracts	\$404.00
Total Direct Costs	\$16,203.00
Total Indirect Costs	\$2,547.00
TOTAL	\$18,750.00

Contractor Initials: JT

Exhibit C-6 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	International Institute of New England, Inc.
Budget Request for:	Services for Older Refugees (Option C)
Budget Period	7/1/25 - 9/30/25 (SFY26)
Indirect Cost Rate (if applicable)	0.157193112
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$3,254.00
2. Fringe Benefits	\$748.00
3. Consultants	\$0.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0.00
5.(a) Supplies - Educational	\$0.00
5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$0.00
5.(e) Supplies Office	\$0.00
6. Travel	\$29.00
7. Software	\$185.00
8. (a) Other - Marketing/ Communications	\$0.00
8. (b) Other - Education and Training	\$0.00
8. (c) Other - Other (specify below)	\$1,050.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
Other (please specify)	\$0.00
9. Subrecipient Contracts	\$135.00
Total Direct Costs	\$5,401.00
Total Indirect Costs	\$849.00
TOTAL	\$6,250.00

Contractor Initials: JT

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

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- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

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SECTION B: 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

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SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services

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SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

The 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

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SECTION E: 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 Agreement, 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.

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SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

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FORM A

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

MTMCML95GNC9

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

 X NO YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Name: International Institute of New England

9/9/2024

Date:

- DocuSigned by:

Jeffery Thielman

FC994700370428
Name: Jeffery Thielman

Title: President and CEO

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New Hampshire Department of Health and Human Services

Exhibit E

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

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or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2); as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations ^{used,}

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Business Associate Agreement
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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

Signed by:

Reuben Hampton

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Signature of Authorized Representative

Reuben Hampton

Name of Authorized Representative

Director, Office of Health Equity

Title of Authorized Representative

9/9/2024

Date

International Institute of New England

Name of the Contractor

DocuSigned by:

Jeffery Thielman

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Signature of Authorized Representative

Jeffery Thielman

Name of Authorized Representative

President and CEO

Title of Authorized Representative

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0006772891



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of September A.D. 2024.

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:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of International Institute of New England
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December, 1, 2015, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffrey Thielman, President and CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of International Institute of New England to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 9/3/2024 | 10:28 AM PDT


Signature of Elected Officer
Name: William Krause
Title: Secretary of the Board



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/04/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT WTW Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL : certificates@wtwco.com ADDRESS:														
INSURED International Institute of New England, Inc. 2 Bolyston Street 3rd Floor Boston, MA 02116	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Technology Insurance Company Inc</td> <td>42376</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company of A</td> <td>31194</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(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Technology Insurance Company Inc	42376	INSURER C: Travelers Casualty and Surety Company of A	31194	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: W34624979

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2684307	05/05/2024	05/05/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2684307	05/05/2024	05/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB910913	05/05/2024	05/05/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	TWC4369713	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER 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			PHPK2684307	05/05/2024	05/05/2025	Each Professional Incident Limit \$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)

Part One of the Workers Comp policy applies to the States of: Connecticut, Florida, Massachusetts, Maine, New Hampshire, New Jersey, New York, Rhode Island & Virginia.

SEE ATTACHED

CERTIFICATE HOLDER
CANCELLATION

State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED International Institute of New England, Inc. 2 Bolyston Street 3rd Floor Boston, MA 02116	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Philadelphia Indemnity Insurance Company

NAIC#: 18058

POLICY NUMBER: PHPK2684307 EFF DATE: 05/05/2024 EXP DATE: 05/05/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Sexual/Physical Abuse or Molestation	per occurrence	\$1,000,000
	aggregate	\$3,000,000

INSURER AFFORDING COVERAGE: Travelers Casualty and Surety Company of America

NAIC#: 31194

POLICY NUMBER: 106099283 EFF DATE: 05/05/2024 EXP DATE: 05/05/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employment Practices Liability	Limit Amount	\$1,000,000

INSURER AFFORDING COVERAGE: Travelers Casualty and Surety Company of America

NAIC#: 31194

POLICY NUMBER: 106099283 EFF DATE: 05/05/2024 EXP DATE: 05/05/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Fiduciary Liability	Limit Amount	\$1,000,000

INSURER AFFORDING COVERAGE: Travelers Casualty and Surety Company of America

NAIC#: 31194

POLICY NUMBER: 106099283 EFF DATE: 05/05/2024 EXP DATE: 05/05/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employee Theft	Limit Amount	\$500,000
ERISA Fidelity	Limit Amount	\$500,000

INSURER AFFORDING COVERAGE: Travelers Casualty and Surety Company of America

NAIC#: 31194

POLICY NUMBER: 106099283 EFF DATE: 05/05/2024 EXP DATE: 05/05/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Directors and Officers Liability	Limit Amount	\$1,000,000



**International
Institute of
New England**

Mission Statement

The mission of the International Institute of New England is to create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement, and pathways to citizenship.



**International
Institute of
New England**

**FINANCIAL STATEMENTS
SEPTEMBER 30, 2023 AND 2022**

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2023 and 2022

	<u>Pages</u>
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Financial Statements:	
Statements of Financial Position	2
Statements of Activities and Changes in Net Assets	3
Statements of Cash Flows	4
Statements of Functional Expenses	5 - 6
Notes to Financial Statements	7 - 18



AAFCPA
great minds | great hearts

50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Independent Auditor's Report

To the Board of Directors of
International Institute of New England, Inc.:

Opinion

We have audited the financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation) (the Institute), which comprise the statements of financial position as of September 30, 2023 and 2022, 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, 2023 and 2022, 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.

Emphasis of Matter

As disclosed in Note 2 to the financial statements, effective October 1, 2022, the Institute has changed its method of accounting for leases due to the adoption of Financial Accounting Standards Board's (FASB) Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, using the optional transition method. Our opinion is not modified with respect to this matter.

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.

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
February 28, 2024

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

**Statements of Financial Position
September 30, 2023 and 2022**

Assets	2023	2022
Current Assets:		
Cash	\$ 632,175	\$ 5,066,794
Current portion of government contracts and contributions receivable	4,216,844	1,671,722
Accounts receivable	79,289	66,682
Prepaid expenses and other	308,130	225,128
Total current assets	5,236,438	7,030,326
Investments	11,403,418	7,989,204
Contributions Receivable, net	635,794	660,111
Property and Equipment, net	1,386,308	1,540,761
Right-of-Use Assets - Operating	2,190,256	-
Security Deposits	91,657	92,984
Total assets	\$ 20,943,871	\$ 17,313,386
Liabilities and Net Assets		
Current Liabilities:		
Current portion of operating lease liabilities	\$ 698,298	\$ -
Accounts payable	508,696	201,095
Accrued expenses	630,640	475,851
Conditional advances	1,106,281	2,902,752
Current portion of lease incentive	-	110,782
Total current liabilities	2,943,915	3,690,480
Operating Lease Liabilities, net of current portion	1,968,540	-
Deferred Rent and Lease Incentive, net of current portion	-	502,404
Total liabilities	4,912,455	4,192,884
Net Assets:		
Without donor restrictions:		
Operating	13,060,586	9,902,624
Property and equipment	909,726	1,116,107
Total without donor restrictions	13,970,312	11,018,731
With donor restrictions	2,061,104	2,101,771
Total net assets	16,031,416	13,120,502
Total liabilities and net assets	\$ 20,943,871	\$ 17,313,386

The accompanying notes are an integral part of these statements.

Page 2

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

**Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2023 and 2022**

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Government contracts	\$ 16,798,874	\$ -	\$ 16,798,874	\$ 9,807,401	\$ -	\$ 9,807,401
Grants and contributions	4,880,244	817,098	5,697,342	4,968,989	2,292,154	7,261,143
Program service fees and contracted services	617,545	-	617,545	398,961	-	398,961
Donated goods and services	379,202	-	379,202	731,498	-	731,498
Other revenue	12,910	-	12,910	6,111	-	6,111
Net assets released from time restrictions	425,000	(425,000)	-	-	-	-
Net assets released from purpose restrictions	432,765	(432,765)	-	833,878	(833,878)	-
Total revenues	<u>23,546,540</u>	<u>(40,667)</u>	<u>23,505,873</u>	<u>16,746,838</u>	<u>1,458,276</u>	<u>18,205,114</u>
Expenses:						
Program services	16,185,833	-	16,185,833	10,994,016	-	10,994,016
General and administrative	3,422,692	-	3,422,692	2,165,323	-	2,165,323
Fundraising	2,009,426	-	2,009,426	1,769,692	-	1,769,692
Total expenses	<u>21,617,951</u>	<u>-</u>	<u>21,617,951</u>	<u>14,929,031</u>	<u>-</u>	<u>14,929,031</u>
Changes in net assets from operations	<u>1,928,589</u>	<u>(40,667)</u>	<u>1,887,922</u>	<u>1,817,807</u>	<u>1,458,276</u>	<u>3,276,083</u>
Non-Operating Revenue (Expense):						
Investment return	1,070,861	-	1,070,861	(1,206,586)	-	(1,206,586)
Loss on disposal of property and equipment	(47,869)	-	(47,869)	-	-	-
Total non-operating revenue (expense)	<u>1,022,992</u>	<u>-</u>	<u>1,022,992</u>	<u>(1,206,586)</u>	<u>-</u>	<u>(1,206,586)</u>
Changes in net assets	<u>2,951,581</u>	<u>(40,667)</u>	<u>2,910,914</u>	<u>611,221</u>	<u>1,458,276</u>	<u>2,069,497</u>
Net Assets:						
Beginning 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>
End of year	<u>\$ 13,970,312</u>	<u>\$ 2,061,104</u>	<u>\$ 16,031,416</u>	<u>\$ 11,018,731</u>	<u>\$ 2,101,771</u>	<u>\$ 13,120,502</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, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 2,910,914	\$ 2,069,497
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Investment return	(1,070,861)	1,206,586
Loss on disposal of property and equipment	47,869	-
Depreciation	328,530	430,664
Non-cash lease expense	(171,283)	-
Amortization of deferred rent and lease incentive	-	(110,782)
Donated stock	(99,509)	(2,765)
Bad debt	2,174	93,351
Change in discount on contributions receivable	(7,263)	49,889
Changes in operating assets and liabilities:		
Government contracts and contributions receivable	(2,515,716)	(1,173,828)
Accounts receivable	(12,607)	(17,369)
Prepaid expenses and other	(83,002)	(147,966)
Security deposits	1,327	-
Accounts payable	256,146	138,675
Accrued expenses	154,789	207,685
Conditional advances	(1,796,471)	2,847,555
Deferred rent	-	(19,805)
Net cash provided by (used in) operating activities	<u>(2,054,963)</u>	<u>5,571,387</u>
Cash Flows from Investing Activities:		
Proceeds from sale of investments	9,728,231	440,000
Acquisition of property and equipment	(135,812)	(210,775)
Investment purchases	<u>(11,972,075)</u>	<u>(1,413,913)</u>
Net cash used in investing activities	<u>(2,379,656)</u>	<u>(1,184,688)</u>
Net Change in Cash	(4,434,619)	4,386,699
Cash:		
Beginning of year	<u>5,066,794</u>	<u>680,095</u>
End of year	<u><u>\$ 632,175</u></u>	<u><u>\$ 5,066,794</u></u>
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain (loss) on investments	<u><u>\$ 770,506</u></u>	<u><u>\$ (1,394,382)</u></u>
Property and equipment financed by accounts payable	<u><u>\$ 73,142</u></u>	<u><u>\$ 21,687</u></u>

The accompanying notes are an integral part of these statements.

Page 4

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses

For the Year Ended September 30, 2023

(With Summarized Comparative Totals for the Year Ended September 30, 2022)

	2023				2022
	Program Services	General and Adminis- trative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 7,734,339	\$ 1,398,818	\$ 1,028,651	\$ 10,161,808	\$ 6,344,439
Payroll taxes and fringe benefits	1,494,966	257,324	215,208	1,967,498	1,101,556
Purchased and contracted services	335,763	-	-	335,763	431,087
Donated services	279,961	-	22,799	302,760	472,565
Staff training	8,818	44,830	1,336	54,984	28,574
Total personnel and related	9,853,847	1,700,972	1,267,994	12,822,813	8,378,221
Occupancy:					
Rent and utilities	521,346	233,065	71,231	825,642	625,900
Depreciation	150,417	107,588	-	258,005	328,749
Total occupancy	671,763	340,653	71,231	1,083,647	954,649
Other:					
Client assistance	4,657,484	-	-	4,657,484	3,612,976
Professional fees	499,503	738,497	326,038	1,564,038	747,759
Supplies and materials	158,439	226,011	16,875	401,325	200,114
Dues and subscriptions	56,893	135,512	81,659	274,064	181,430
Travel, meetings and conferences	127,915	122,299	15,845	266,059	88,738
Special events	-	-	203,087	203,087	175,352
Donated goods	76,442	-	-	76,442	258,933
Depreciation	41,116	29,409	-	70,525	101,915
Insurance	1,714	65,748	-	67,462	55,494
Storage	8,741	25,153	709	34,603	25,286
Printing	15,484	564	14,153	30,201	21,379
Advertising	250	14,176	7,527	21,953	1,199
Miscellaneous	6,382	12,921	2,240	21,543	14,122
Postage	9,860	8,603	2,068	20,531	18,113
Bad debt	-	2,174	-	2,174	93,351
Total other	5,660,223	1,381,067	670,201	7,711,491	5,596,161
Total expenses	\$ 16,185,833	\$ 3,422,692	\$ 2,009,426	\$ 21,617,951	\$ 14,929,031

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
Statement of Functional Expenses
For the Year Ended September 30, 2022

	Program Services	General and Adminis- trative	Fundraising	Total
Personnel and Related:				
Salaries	\$ 4,489,338	\$ 895,615	\$ 959,486	\$ 6,344,439
Payroll taxes and fringe benefits	722,749	181,369	197,438	1,101,556
Purchased and contracted services	405,001	20,150	5,936	431,087
Donated services	416,417	2,383	53,765	472,565
Staff training	9,519	14,117	4,938	28,574
Total personnel and related	6,043,024	1,113,634	1,221,563	8,378,221
Occupancy:				
Rent and utilities	498,545	65,127	62,228	625,900
Depreciation	191,661	137,088		328,749
Total occupancy	690,206	202,215	62,228	954,649
Other:				
Client assistance	3,612,976	-	-	3,612,976
Professional fees	175,264	371,672	200,823	747,759
Supplies and materials	57,797	133,531	8,786	200,114
Dues and subscriptions	29,220	83,723	68,487	181,430
Travel, meetings and conferences	41,992	40,029	6,717	88,738
Special events	-	-	175,352	175,352
Donated goods	258,933	-	-	258,933
Depreciation	59,416	42,499	-	101,915
Insurance	1,583	53,911	-	55,494
Storage	10,643	14,643	-	25,286
Printing	2,646	703	18,030	21,379
Advertising	420	-	779	1,199
Miscellaneous	1,352	12,327	443	14,122
Postage	8,544	3,085	6,484	18,113
Bad debt	-	93,351	-	93,351
Total other	4,260,786	849,474	485,901	5,596,161
Total expenses	\$ 10,994,016	\$ 2,165,323	\$ 1,769,692	\$ 14,929,031

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

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 2023 and 2022, there were approximately 10,000 and 4,200 unduplicated people, from approximately seventy and sixty-eight 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 February 2016, FASB issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, which provides guidance on the recognition, measurement, presentation, and disclosure of leases. The new standard requires lessees to report substantially all leases on the statement of financial position as right-of-use (ROU) assets and lease liabilities. The Institute adopted Topic 842 using the optional transition method provided in ASU 2018-11, *Leases (Topic 842): Targeted Improvements*. Under this transition method, financial information related to years prior to adoption was as originally reported under Topic 840. The Institute elected the package of practical expedients permitted under the transition guidance within the new standard which allows the Institute to skip the reassessment of whether the contract is or contains a lease, the treatment of initial direct costs and lease classification.

The adoption did not have a material impact on the Institute's statement of activities and changes in net assets. The most significant impact was the recognition of ROU assets and lease liabilities for the Institute's operating leases. As part of the adoption, the Institute also modified its control procedures and processes, none of which materially affected the internal control over financial reporting.

The following table summarizes the cumulative effect of the changes to the statement of financial position line items affected by adopting Topic 842 as of October 1, 2022:

<u>Statement of Financial Position</u>	<u>As Previously Reported</u>	<u>Effect of Adoption</u>	<u>As Adjusted</u>
ROU asset - operating	\$ -	\$ 2,228,533	\$ 2,228,533
Operating lease liabilities	\$ -	\$ 2,841,719	\$ 2,841,719
Deferred rent and lease incentive	\$ 613,186	\$ (613,186)	\$ -

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

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).

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, 2023 or 2022.

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

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.

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 two limited liability partnerships 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, 2023, and 2022, the Institute had no plans to sell this investment.

The Institute also received \$99,509 and \$2,765 of donated stock during the years ended September 30, 2023 and 2022, 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).

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 capital-related activity.

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Government Contracts, Grants and Contributions (Continued)

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 event contributions are considered donor restricted if the proceeds of the event are restricted for specific purposes or time periods at the time of the event.

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 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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Revenue from Contracts with Customers - Topic 606 (Continued)

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.

Accounts receivable related to revenue from contracts with customers was \$49,313 on October 1, 2021.

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.

Right-of-Use Asset - Operating Leases and Operating Lease Liabilities

The Institute determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be a lease or contain a lease if the contract conveys the right to control the use of identified property, plant or equipment (an identified asset) in exchange for consideration. The Institute determines such assets are leased because the Institute has the right to obtain substantially all of the economic benefits from and the right to direct the use of the identified asset. Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Institute determines it does not have the right to control and direct the use of the identified asset. The Institute's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating its contracts, the Institute separately identifies lease and non-lease components, such as common area and other maintenance costs, in calculating the ROU assets and lease liabilities for its office space. The Institute has elected the practical expedient to not separate lease and non-lease components and classifies the contract as a lease if consideration in the contract allocated to the lease component is greater than the consideration allocated to the non-lease component.

Leases result in the recognition of ROU assets and lease liabilities on the statements of financial position. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Institute determines lease classification as operating or finance at the lease commencement date.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Right-of-Use Asset - Operating Leases and Operating Lease Liabilities (Continued)

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The Institute uses the implicit rate when readily determinable. As most leases do not provide an implicit rate, to determine the present value of lease payments, management uses the risk-free rate at lease commencement or date of adoption.

In determining lease terms, lease agreements which include options to extend the lease are considered in the determination of the ROU asset and lease liability when it is reasonably certain that the Institute will exercise that option. Lease expense is generally recognized on a straight-line basis over the lease term.

The Institute has elected not to record leases with an initial term of twelve months or less on the statements of financial position. Lease expense on such leases is recognized on a straight-line basis over the lease term.

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 years 2023 and 2022. 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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Donated Goods and Services (Continued)

Donated services and goods consisted of the following for the years ended September 30:

	<u>2023</u>	<u>2022</u>
Donated services	\$ 302,760	\$ 472,565
Donated goods	<u>76,442</u>	<u>258,933</u>
	<u>\$ 379,202</u>	<u>\$ 731,498</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.

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, 2023 or 2022. The Institute's information returns are subject to examination by the Federal and state jurisdictions.

Subsequent Events

Subsequent events have been evaluated through February 28, 2024, 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.

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 and ROU assets - operating, 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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets (Continued)

Net Assets With Donor Restrictions: (Continued)

Net assets with donor restrictions consist of the following at September 30:

	2023	2022
Purpose restricted	\$ 937,010	\$ 1,271,660
Time restricted	<u>1,124,094</u>	<u>830,111</u>
	<u>\$ 2,061,104</u>	<u>\$ 2,101,771</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 \$143,087 and \$95,213 of matching contributions to the plan during the years ended September 30, 2023 and 2022, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

4. INVESTMENTS

Investments, which are stated at fair value in the accompanying statements of financial position, are as follows:

2023	Level 1	Level 2	Level 3	Total
Money market funds	\$ 793,935	\$ -	\$ -	\$ 793,935
Mutual funds:				
Equities	6,093,663	-	-	6,093,663
Fixed income	<u>2,504,413</u>	-	-	<u>2,504,413</u>
	<u>\$ 9,392,011</u>	<u>\$ -</u>	<u>\$ -</u>	9,392,011
Limited liability partnerships (see page 15)				<u>2,011,407</u>
Total investments				<u>\$ 11,403,418</u>
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>1,534</u>
	<u>\$ 6,572,640</u>	<u>\$ -</u>	<u>\$ -</u>	6,572,640
Limited liability partnership (see page 15)				<u>1,416,564</u>
Total investments				<u>\$ 7,989,204</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

4. INVESTMENTS (Continued)

In accordance with ASU No. 2015-07, the Institute's investments in two limited liability partnerships are valued at fair value using the NAV per share (or its equivalent) practical expedient and have not been classified in the fair value hierarchy. The fair value amounts presented in the tables on page 14 are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the accompanying statements of financial position.

Investments are reported in the accompanying statements of financial position as long-term assets based on management's intent with respect to the use of the investments.

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.

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, 2023 and 2022, are as follows:

Funder	Operating Revenue and Support %		Government Contracts, Contributions and Accounts Receivables %	
	2023	2022	2023	2022
Commonwealth of Massachusetts	34%	38%	29%	20%
U.S. Committee for Refugees and Immigrants	29%	28%	32%	26%

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, 2023 and 2022, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

Nature of Leases

The Institute leases its main office space in Boston, Massachusetts under an agreement that runs through July 2026. The lease included an initial three-month rent-free period. Monthly lease payments for fiscal years 2023 and 2022 were approximately \$45,000 and \$44,000, respectively, and increase throughout the term of the lease. 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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

7. LEASE AGREEMENTS (Continued)

Nature of Leases (Continued)

The Institute leases other program and administrative space under various operating lease agreements. Monthly lease payments under these agreements range from \$4,221 to \$6,884. These leases expire at various dates through January 2033. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

The Institute also has printer and copier leases with monthly payments ranging from \$192 to \$1,041. These leases expire at various dates through July 2026.

ASC Topic 840

Facility rent expense under all leases was approximately \$572,000 for the year ended September 30, 2022, which is included in rent and utilities in the accompanying fiscal year 2022 statement of functional expenses.

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>

ASC Topic 842

The following summarizes the line items in the accompanying statement of functional expenses, which include the components of lease expense for the year ended September 30, 2023:

Operating lease costs included in rent and utilities	\$ 616,978
Operating lease costs included in supplies and materials	14,795
Variable lease costs included in rent and utilities	208,664
Short-term lease cost included in supplies and materials	<u>27,720</u>
Total operating lease expense	<u>\$ 868,157</u>

The maturities of lease liabilities as of September 30, 2023, are as follows:

2024	\$ 786,935
2025	754,292
2026	619,201
2027	139,222
2028	139,792
Thereafter	<u>477,391</u>
Total future undiscounted lease payments	2,916,833
Less - present value discount	<u>(249,995)</u>
Present value of lease liability	<u>\$ 2,666,838</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

7. LEASE AGREEMENTS (Continued)

ASC Topic 842 (Continued)

The weighted-average discount rate associated with operating leases for the year ended September 30, 2023, is 3.89%. The Institute's weighted-average lease term is 4.81 years for the year ended September 30, 2023.

During the year ended September 30, 2023, cash paid for amounts included in the measurement of operating lease liabilities was \$770,490 and there were \$482,978 of ROU assets obtained in exchange for lease liabilities.

As of September 30, 2023, there were no material leases that have been executed but not yet commenced.

8. CONDITIONAL GOVERNMENT CONTRACTS AND GRANTS

During fiscal years 2023 and 2022, 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 consist of the following at September 30:

	<u>2023</u>	<u>2022</u>
Incurring qualifying expenses	\$ 2,258,842	\$ 3,887,800
Subject to measurable performance barriers	<u>188,240</u>	<u>2,907,015</u>
Total conditional promises to give	<u>\$ 2,447,082</u>	<u>\$ 6,794,815</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>2023</u>	<u>2022</u>
Cash	\$ 632,175	\$ 5,066,794
Current portion of government contracts and contributions receivable	4,216,844	1,671,722
Accounts receivable	<u>79,289</u>	<u>66,682</u>
	4,928,308	6,805,198
Less - donor restricted cash and contributions receivable	<u>937,010</u>	<u>1,241,660</u>
Total financial assets and liquidity resources available within one year	<u>\$ 3,991,298</u>	<u>\$ 5,563,538</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. The Institute has \$9,392,011 and \$6,572,640 of readily available investments as of September 30, 2023 and 2022, respectively, should there be an unanticipated cash flow need.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2023 and 2022

10. PROPERTY AND EQUIPMENT AND DEPRECIATION

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

	<u>2023</u>	<u>2022</u>
Leasehold improvements	\$ 2,751,142	\$ 2,586,602
Furniture and equipment	539,795	642,631
	<u>3,290,937</u>	<u>3,229,233</u>
Less - accumulated depreciation	<u>1,904,629</u>	<u>1,688,472</u>
Net property and equipment	<u>\$ 1,386,308</u>	<u>\$ 1,540,761</u>

Depreciation expense was \$328,530 and \$430,664 for the years ended September 30, 2023 and 2022, respectively.

11. GOVERNMENT CONTRACTS AND CONTRIBUTIONS RECEIVABLE

Government contracts and contributions receivable are expected to be collected as follows at September 30:

	<u>2023</u>	<u>2022</u>
Due in one year	\$ 4,216,844	\$ 1,671,722
Due in two years	412,000	710,000
Due in three years	236,000	-
Due in four years	<u>30,000</u>	<u>-</u>
	4,894,844	2,381,722
Less - discount	42,206	49,889
Less - current portion	<u>4,216,844</u>	<u>1,671,722</u>
	<u>\$ 635,794</u>	<u>\$ 660,111</u>

The discount recorded on amounts to be collected in future years was calculated using a rate of 4.60% and 3.71% for the years ended September 30, 2023 and 2022, respectively.

International Institute of New England
Board of Directors and Affiliations

Name, Board Position	Affiliation
Avak Kahvejian, Ph.D., Chair	Partner, Flagship Pioneering
Sam Épée-Bounya, Assistant Secretary	Fixed Income Credit Analyst, Wellington Management
Zoltan Csimma	Senior VP and Chief Human Resources Officer, Sanofi-Genzyme (Retired)
Scott Fitzgerald	Managing Partner, Fragomen, Del Rey, Bernsen & Loewy, LLP
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	Chief Financial Officer, Levitronix, LLC
Ann Merrifield	President and CEO, PathoGenetix, Inc., Inc. (Retired)
Wade Rubinstein	Founder and President of The Bike Connector Inc.
A. Carolina San Martin	Managing Director at Wellington Management (retired)
Richard Golob	CEO, Quantori
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

Zazie Sawyer

Experience

COMMUNITY SERVICES MANAGER, COMMUNITY SERVICES | INTERNATIONAL INSTITUTE OF NEW ENGLAND, MANCHESTER NH | AUGUST 2024 – PRESENT

- Recruit, manage and oversee the activities of all community services staff and interns.
- Supervise specialized services, strength-based case management services for all IINE clients.
- Manage comprehensive intake system for clients accessing community services.
- Assign case management cases and provide weekly supervision to case specialists.
- Ensure high standard of services and outcomes that meet or exceed US Government regulations.
- Supervise all client related program expenditures and requests.
- Responsible for all program-related data entry, including that of supervisees.
- Provide best-practices training, leadership, supervision, and support for case specialists, and related interns as designated.
- Address client needs, problem-solve client questions and grievances.
- 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 supports.
- Conduct quality assurance reviews to ensure that case files are up to date and complete with case notes and all required documentation.

LEAD CASE SPECIALIST, COMMUNITY SERVICES | INTERNATIONAL INSTITUTE OF NEW ENGLAND, MANCHESTER NH | FEBRUARY 2024 – PRESENT

- Managing a team of case specialists in their responsibilities for refugee resettlement and post-resettlement case management.
- Continuing responsibilities of a case specialist as well as delegating tasks, training, and weekly check-ins with my team to ensure wrap around services for all clients.
- Responsible for training new case specialist staff, including coordinating with other departments in order to provide adequate cross-training, and assisting new staff in accessing resources, training materials and setting up goals.

CASE SPECIALIST, COMMUNITY SERVICES | INTERNATIONAL INSTITUTE OF NEW ENGLAND, MANCHESTER NH | APRIL 2023 – FEBRUARY 2024

- Responsible for refugee resettlement and post-resettlement case management.
- Provides placement, orientation, and social services to refugee and asylee clients and their families.
- Created and nurtured new partnerships with several external contacts within the community in order to facilitate the work of the department and entire office.
- Developed new processes of collaboration amongst departments to streamline intakes with clients.

BAR MANAGER | RESTAURANT NOLA, PENSACOLA FL | AUGUST 2022 – MARCH 2023

- Responsible for hiring, training, scheduling, and supervising bar staff.
- Responsible for ordering and tracking alcohol inventory and bar supplies.
- Effectively handling both staff and customer complaints, feedback and inquiries.

RESTAURANT MANAGER | CASINO BEACH BAR, PENSACOLA FL | MARCH 2022 – AUGUST 2022

- Hired employees, ordered supplies, maintained inventory, and scheduled shifts for all FOH staff.
- Adhered to safety practices and ensured hygiene and safety rules were adhered to.
- Reported all monetary gains and losses per shift and filed reports to appropriate departments.

ASSISTANT TEACHER | MONTESSORI SCHOOL OF PENSACOLA, PENSACOLA FL | JUNE 2019 – JULY 2020

- Responsible for maintaining classroom management, lesson planning, grading and tutoring for all classrooms ages 9-12.

COMMUNITY ORGANIZER | GREENPEACE, TAMPA FL | NOVEMBER 2017 – AUGUST 2018

- Responsible for community outreach, acquiring new monthly members, educating the public on company mission and values and securing monthly donors.

Volunteer Experience

- Disaster Relief Volunteer | **American Red Cross**, St. Thomas, USVI | October 2017 – November 2017
- TEFL Volunteer | **United States Peace Corps**, Burkina Faso, West Africa | June 2014 – October 2015
- Let Girls Learn Club Leader/Organizer | **United States Peace Corps**, Burkina Faso, West Africa | June 2014 – October 2015

Education

Bachelor of Arts International Relations | December 2013 | University of West Florida, Pensacola FL

- Focus in Conflict Resolution and Diplomacy

Minor in Maritime Archeology | December 2013 | University of West Florida, Pensacola FL

Languages

Fluent French & English

Some Spanish skills

Certifications

USCRI R&P and MG Certifications

CORE Learning Exchange Certifications

BENITO KESE

EDUCATION

Southern New Hampshire University || Manchester, NH
Master's Degree in Operation and Supply Chain Management

In Progress

Bachelor's Degree in Management - Logistics and Operations

May 2022

SKILLS AND QUALIFICATIONS

- Proven skills in customer service, case management, data entry, scheduling and admin support
- **Languages:** Fluent in English, French, Swahili and Kinyarwanda

RELEVANT EXPERIENCE

International Institute || *Manchester, NH*

July 15th 2024 - Present

Housing Coordinator

- Generate new community contacts; cultivated formal relationships with landlords
- Support clients in finding rentals, signing lease agreements, and adjusting to a new home
- Coordinate and recruit volunteers, transportation and staff to assist with home move-ins
- Complete timely reports as required by the program on a monthly and up basis

Easterseals || Manchester, NH

July 2023 - July

2024

Paraprofessional

- Assist teachers with classroom management
- Provide extra support to students with special needs as outlined by individual development plans
- Implement daily lesson plans
- Provide additional academic support across subjects
- Ensure regular classroom routines are followed

Ultimate Staffing Agency (Sanmina) || Manchester, NH

November 2022

Purchasing Assistant Administrator, Temporary

- Maintain the following items: change dock dates, pricing, PPV, LeadTime, RDL, Past due, ASN (Advanced Ship Notices)
- Enter Manual POs daily and upload supplier reschedule information
- Generate and maintain daily/weekly reports; assist in expediting orders
- Send out reminders to suppliers that are not responding to weekly releases

Ascentria Care Alliance || Concord, NH

July 2022 - October 2022

Housing Coordinator/Resettlement Navigator, Temporary

- Successfully resettled 17 families from temporary shelter into permanent housing
- Generated new community contacts; cultivated formal relationships with landlords
- Supported clients in finding rentals, signing lease agreements, and adjusting to a new home
- Coordinated and recruited volunteers, transportation and staff to assist with home move-ins
- Completed timely reports as required by the program on a monthly and up basis

BENITO KESE

Freudenberg-NOK Sealing Technologies || Manchester, NH
Machine Operator

Oct. 2019 - Sept. 2020

- Performed quality assurance with attention to detail, inspecting parts before shipment

Remedy Employment Services || Jacksonville, FL
Recruiter - Contract

July 2017 - July 2018

- Addressed staffing needs for a variety of companies around Jacksonville
- Sourced candidates; conducted in-person and phone interviews with candidates
- Performed follow-up with candidates as needed; documented notes via email

La Esperanza Property Management || Jacksonville, FL
Property Manager - Temporary

Dec. 2016 - June 2017

- Managed complex of 300+ units; received inbound and outbound maintenance calls
- Facilitated lease signings and cancellations; sent correspondence regarding payments
- Provided counseling in case of tenant conflict; ensured safety of the environment

Gishwati Co Ltd || Kigali, Rwanda
Team Leader - Purchasing

Jan. 2015 - Aug. 2016

- Ordered products and managed the inventory of the products; conducted market research to purchase most cost-effective products; visited retailers to ensure product quality
- Approved purchase orders and performed a variety of administrative tasks
- Monitored process of major shipments to ensure timely arrivals

LEADERSHIP EXPERIENCE

Kim's Open Door || Jacksonville, FL
Volunteer Mentor/Tutor - Broadway Club

Nov. 2016 - July 2018

- Facilitated development for students from refugee families in after-school program
- Tutored children on English language and navigating cultural adjustments in the US

Kate Ross | [REDACTED]

SUMMARY

I have had a variety of experiences, whether formal employment, volunteer work, undergraduate and graduate education, or everyday interactions, that have shaped my skills to work in public service and humanitarian sectors. My early work in food service and retail as well as my experiences in education have given me *customer service* and *problem-solving abilities* in high-stress situations. I have worked and learned *cross-culturally*, giving me exposure to other worldviews and allowing me to practice intercultural communication and collaboration. All these parts of my life intertwine with my genuine interest to continue my learning and grow at personal and professional levels.

EDUCATION

Boston College, Chestnut Hill, MA

Master of Social Work, Clinical Global Practice, May 2023

Houghton College, Houghton, NY

Bachelor of Arts Degree in Intercultural Studies, December 2018

Studied abroad in Dalian, China, August 2017- January 2018

EXPERIENCE

International Institute of New England, Manchester, NH

Lead Case Specialist August 2024- Present

Preferred Communities Intensive Case Management Specialist, June 2023-August 2024

As an Intensive Case Manager, I work with individual refugee clients to organize the financial, medical, and social sectors of their lives, in order to help them integrate into their new home in the US more smoothly. Responsibilities include biweekly check-ins with each client to update them on on-going tasks and projects as well as to hear how they are doing and what other needs have arisen. Additionally, I am in communication with doctors offices, federal and state welfare workers, IINE volunteers, client family members, and fellow coworkers to best coordinate care for my clients. My caseload ranges between 10 and 20 clients, and case noting interactions and documenting new paperwork add to better organization of their cases.

As a Lead Case Specialist, I worked in R&P services and supervised 2-3 R&P case specialists. I conducted weekly check ins, was involved with apartment moves, covered case specialist's airport arrivals, and was available for emergency situations.

Jesuit Refugee Services Indonesia, Bogor Office, Bogor, West Java, ID & Caritas Indonesia, Country Office, Jakarta, ID

Case Management and Community Empowerment Intern, January 2023-May 2023

In this internship, I completed a joint internship between sister organizations, beginning in Jakarta and moving to Bogor partway. I was responsible for creating a Climate Change Adaptability (CCA) Framework and Psychosocial Module for Caritas Indonesia that they will present to the 37 different dioceses under their country office. These were created with a mixture of desk reviews, staff interviews,

and a survey for the dioceses and community members to gain a broader picture of what was being done and where gaps were at present.

At JRS, I accompanied case managers in completing home visits with refugees living in Bogor and assisted the community empowerment team as they partnered with refugee-run classes and clubs. I researched and presented during an all-staff meeting on current issues for JRS and refugees regarding the resettlement process. I also led self-care sessions for JRS refugee interpreters. At the end of the internship, JRS I created documents encompassing the office's use of MHPSS throughout their programming and my observations of the program's strengths and areas for improvement.

Middlesex Human Service Agency, Scattered Site, Roxbury, MA

Stabilization Case Management Intern, September 2021-May 2022

I managed a caseload of approximately 20 families who recently moved out of sheltered living and entered permanent housing. I conducted monthly calls with the Head of Households to complete the Stabilization Plan. I researched and contacted new organizations to provide resources and support clients' possible needs.

City Year New Hampshire, Manchester, NH

4th Grade City Year/In-class Mentor, August 2020-June 2021

Work in small groups and one on one with 4th-grade students on all subjects (ie, math, ELA, and socioemotional assistance). Twice daily team meetings with the other City Years at my elementary school helped to start a library card initiative for students. I organized various aspects of our team's school-wide virtual festival event in April 2021 (ex: organizing prizes for the different stations, helping to design, and running one of the stations).

Walmart Supercenter, Sayre, PA

Sales Associate, January 2019-July 2020

My responsibilities included stocking frozen and dairy products, cleaning the coolers and freezers, answering customer questions, sorting through food dates, donating, and disposing of foods at appropriate times, and unloading the trucks of shipments (trained with a pallet jack).

Youthworks, St. Louis, MO

Community Service Coordinator, May 2019-August 2019

Tasked with being the "go between" for the adult leaders of youth groups arriving at our site and the coordinators of organizations we volunteered at, I divided the youth and leaders into volunteer groups, checked in with the organizations, and troubleshooted daily issues on the work sites. I helped run biblical programming and outings for participants. Lastly, I helped with the day-to-day meals, and upkeep of the living facilities throughout the week and did site prep (i.e. shopping, cleaning, and paperwork prep) on the weekends.

ADDITIONAL SKILLS

Professional Skills

Professional Writing (APA, MLA, and Chicago formatting)- 8+ years

Organizational Skills- 10+ years

Humanitarian Skills

Cross-cultural Communication- 8 years

Interdisciplinary Collaboration- 4+ years

Building Rapport- 10+ years

NALDY Y. GONZALEZ

PROFESSIONAL SKILLS SUMMARY

- ❖ Bilingual-Bicultural, Spanish/English
- ❖ Medical Interpreter
- ❖ Skilled in office procedures
- ❖ Human Resource Experience
- ❖ Experience Accounts Receivable/Payable
- ❖ Battle Intervention Certified
- ❖ Public Notary
- ❖ Multi-Cultural Skills
- ❖ Experience: Microsoft Word, Excel, Access, PowerPoint, Print Shop, Internet
- ❖ CPR and First Aide Training /Restraining Certified
- ❖ Punctual, dedicated, and honest team player
- ❖ Communitate Health Advocate Certified

EMPLOYMENT EXPERIENCE

Case Specialist

2023-Present

International Institute of New England

The Community Services Case Specialist provides placement, orientation, social services, and assistance to refugees, asylee and survivors of trafficking clients and their families under the supervision of the Community Services Manager. The objective of the program is to assist refugees, asylees and survivors of trafficking clients access services, removing barriers to basic needs to promote self-efficacy and economic self-sufficiency. The Case Specialist provides comprehensive case management services including apartment set up, case planning, home visits, cultural orientation, program enrollment, advocacy, and referrals.

Holy Family Hospital

2012-2023

Community Health Advocate

Conduct intake interviews with clients. Work with hospital team staff to identify difficult-to-reach clients and provide strategies for reaching them. Make follow-up phone calls and home visits or visits to other appropriate settings (community based-organizations) to explain and enroll individuals in appropriate services such as health insurance. Schedule appointments for clients and ensure the attendance at appointments. Assist clients in addressing barriers to care such as transportation, language, family care. Follow-up with clients by letter, phone call, or home visit on missed appointments or referral. Establish relationships with clients and provide general support and encouragement for clients. Provide general support for hospital team staff.

Oncall International

2012-2016

CSR (Part-Time)

Effectively responds to traveler's phone calls issues regarding travel emergencies services matters, which may involve outbound calls and other communications to resolve service inquiries and issues. Provide customers with a superior service experience by listening carefully to them and making good decisions to assist them effectively. Follow protocols for anyone who needs travel emergency services — ranging from a dedicated phone line to direct access to a team of doctors and nurse case managers. Communicate with travelers in a Professional Manner & provide solutions for specific trip emergency requests as per process guidelines according to the customer travel insurance protection plan cover. Listen attentively to customer needs and demonstrate empathy while providing the customer support.

North East Arc

2012-2012

PCA Skills Trainer

Assesses consumer's eligibility for personal assistance services and offers information and referral when appropriate. Provides skills training to consumer/surrogate in management of personal assistance services including emergency and routine health. Assists the consumer in obtaining prior approval and continued approval by providing necessary information to MassHealth in a clear, thorough and timely manner.

Lawrence Community Works, Lawrence, MA

2007- 2011

Operation Manager

Ensure the associates have proper access to the necessary tools to perform their assigned duties and that the tools are routinely maintained. Support and act as liaison to IT team. Maintain office equipment including fax, copiers, printer, postage meter, computer server, voicemail. Ensure company policies are communicated, applied, and enforced. Develop and maintain effective customer relationships. Operate with the agreed budget (P&L) for the site.

YWCA TLP, Lawrence MA (part time)

2005-2010

Program Specialist (supervisor)

Consistently and clearly implementing policy and procedure. Assist in case management, outreach and advocacy as it pertains to the residents and parts of development and implementation of the individual service plan (ISP) and reviews. Facilitate groups and be able to respond to crisis situations efficiently, calmly and effectively. Implements the program daily routine, monitors and assists the residents with the care of their personal belongings, hygiene needs and apartments. Maintains open communication with all TLP staff regarding each mom and child (re) progress, struggles and changes in strategy or service plan goals, entries in individual and staff logs and maintaining all paperwork in a timely manner. Must comply with EEOC regulations pertaining to residential care.

Greater Lawrence Community Action Council, Inc., Lawrence, MA

2003 – 2007

Merrimack Valley Lead Poisoning Prevention Program

Community Health Worker

Case management activities in accordance with Childhood Lead Poisoning Prevention Program (CLPPP) protocols. Care for and maintain appropriate records for children with elevated blood lead levels. Responsible for follow-up activities including retest schedules and venous appointments. Coordinate and disseminate information to doctors, hospitals and public health officials in cooperation with the CLPPP nurses. Establish a referral network among all social service agencies in the area. Assist families of sick children who need additional support such as housing, food, energy assistance and other problems. Proficient in blood screening.

EDUCATION

Business Administration	Hesser College, Salem, NH	2006 – 2009
Outreach Education Certificate	Community Health Education Center, Lowell, MA	2003 – 2003
Accounting Course	Hesser College, Salem, NH	2001 – 2003
Liberal Arts & ESL Classes	Northern Essex Community College, Lawrence, MA	1997 – 2000

Blanca Doris Moreno Escobar

Objective

Motivated professional aspiring to leverage expertise in Human Resources to contribute effectively to a dynamic company. Eager to apply my skills, grow professionally, and drive organizational success in the field of Human Resources.

Experience

International Institute of New England, Manchester, NH - Case Specialist, Community Services

July 2023 - Present

- Conduct pre-arrival orientation with anchor or relatives for refugee clients.
- Provide post-resettlement case management support after initial 90-day resettlement program.

Applied ABC, Family Centered Autism Therapy, Manchester, NH - Recruitment Coordinator

December 2022 - Present

- Assist with the search of BCBA's in 27 State of America
- Send reports and update BCBA's information in Manage.

Mount Carmel Rehabilitation and Nursing Center, Manchester, NH - Unit Aide

September 2022 - December 2022

- Assist the LNAs with cleaning and serving residents food and drink.
- Report to the LNA on any changes in the residents.

Supreme Court of Justice, El Salvador - Judicial Collaborator

September 2018 - March 2022

- Prepare legal documents for the Court's Judge.
- Develops preliminar's hearing and provides files to the Judge.

Barahona's Law Firm, El Salvador - Legal Assistant

January 2016 - September 2018

- Prepare legal documents and final arguments for the lawyer.
- Assist to the hearing at the courtroom.

Education

Southern New Hampshire University, Manchester, NH – Master's in Business Administration concentration in Human Resources.

July 2023 - Present

Nashua Community College, Nashua, NH - Paralegal Certificate
January 2023

Supreme Court of Justice, El Salvador - Accredited as a Lawyer of the El Salvador Republic
August 2018 - Present

Manchester Community College, Manchester, NH - LNA Training Program
September 2022 - November 2022

Universidad Gerardo Barrios, El Salvador - Bachelor in Legal Science
January 2012 - December 2017 Award for good grades at college.

Languages

English – Fluent and Spanish - Fluent

ANDREW CULLEN

EDUCATION

University of Massachusetts, Lowell, MA (UMass Lowell)

- **Master of Arts - Peace & Conflict Studies, with Professional Option in Policy Analysis;**
GPA: 3.87 5/2018
- **Treasurer, Peace and Conflict Studies Club UMass Lowell, 10/2016-12/2017**

University of Massachusetts, Lowell, MA (UMass Lowell)

- **Bachelor of Liberal Arts – Focus in History and Cultural Studies; 12/2012**

SUMMARY OF QUALIFICATIONS: Policy Analyst, with experience in data analysis and of year managerial experience, along with excellent research skills, strong verbal, and written communication skills, and

RELATED EXPERIENCE

Career Service Manager, International Institute of New England (IINE), Manchester, NH 7/2022 – Present

- Manage a team of Employment Specialists to ensure services are provided to clients in accordance with grant and programming requirements
- Ensure Career Service team provides meaningful and equitable services to clients regardless of background
- Collaborate with other departments and offices to ensure seamless continuation of services
- Provide proper training to new staff to ensure successful onboarding

Employment Case Specialist, International Institute of New England (IINE), Manchester, NH 6/2021 – Present

- Offer clients education on workplace culture in the U.S.
- Assist with creating resumes, submitting job applications, preparing for interviews, and more
- Maintain positive relationship with both clients and employers
- Provide both entry-level and career development training

Program Monitor, Community Resources for Justice (CRJ), Manchester, NH 10/2020 – 6/2021

- Perform scheduled house rounds/safety checks
- Perform administrative duties: answering phone calls, monitoring resident daily details and entering documentation via SecurManage
- Attend training and meetings as required by supervisor
- Administer alco-sensor tests, and take urine samples
- Respond effectively to resident needs, complaints, and concerns

Volunteer, African Community Center of Lowell, Lowell, MA 8/2018-Present

- Coordinate with head of Summer School program
- Assist with community outreach during annual African Cultural Festival

Research Data & Analyst Intern, International Institute of New England, Lowell, MA 1/2019-5/2019

- Analyzed financial savings program

- Assisted with historical research
- Provided assistance with planning IINE's 100th Anniversary Celebration

Data Analyst Intern, Center for Terrorism and Security Studies (CTSS), Lowell, MA 9/2017- 12/2017

- Coded data on extremist videos
- Cleaned data for analysis using SPSS
- Coordinated research with site leaders and fellow interns
- Reviewed data analysis with supervisor regularly
- Participated in regular training sessions on how to better improve data collection and analysis

Client Relations Specialist, Countryside Veterinary Hospital, Chelmsford, MA 3/2011-4/2013

- Filed medical documents and filled prescriptions
- Answered phone calls, and took down detailed notes
- Scheduled appointments for clients
- Handled client's medical emergencies
- Provided friendly and efficient service to customers

ADDITIONAL EXPERIENCE

Operations Associate, Sparx Hockey, Acton, MA 2/2018-3/2020

- Inspect equipment to see that it meets specification requirements
- Complete orders accurately and within specified service standards

Manager, Flagship Cinemas, Wells, ME 8/2014-5/2015

- Supervised team members
- Oversaw sales of tickets and overall customer experience and satisfaction
- Inspected equipment and surrounding to make sure everything was in order
- Dealt with issues that arose between customers or team members calmly and efficiently

Cece Avelino



Objective

I am looking forward to being a long-term benefit in an environment, where I can put my great skills to use. As well as grow within a healthy work atmosphere.

Skills

Receptionist

Customer Service

Medical and Dental Insurance Rep

Pharmacy

Schedule Patient Appointments

Claims Annalists

Experience

International Institute of New England Manchester, NH

Lamont, Hanley & Associates

Manchester, NH

Current

2021-2022

Claims Annalists

Bedford, NH

2018-2021

Perfect Dental

Dental Assistant

Manchester, NH

2017

Pharmacy Technician

Manchester, NH

Oct 2017-Nov 2018

Lenscrafters

Manchester, NH

Jan 2017-June 2018

Havenwood

LNA

Concord, NH

Dec 2016-Aug 2017

Concord Coach Lines (Ticket Agent)

2014-Oct 2016

Concord, NH

Apr

Education

Seacoast Career Schools

Dental Assisting

Manchester, NH

2017

Red Cross

LNA Training

Manchester, NH

2015

Leadership Program

Certificate in Leadership

Concord, NH

2013

Awards/Certificates

Perfect Attendance – Seacoast Career Schools

High Honors – Seacoast Career Schools

Merit Roll – Red Cross

CPR/AED/Adult First Aid

Hansen Leroy

Profile

I am dedicated, organized and methodical individual. I have good interpersonal skills, am an excellent team worker and am keen and very willing to learn and develop new skills. I am reliable and dependable and often seek responsibilities within a wide range of employment areas.

Experience

MRI Tech Assistant | Catholic Medical Center | Dec 20, 2022 – Aug 10, 2023, Full-time

- Schedules appointments for patients with consideration to the type of exam to assure continuity.
- Verifies and documents pertinent exam information and assists with preparation and education of the patient for procedure and expectations.
- Utilizes hospital and departmental information, technology systems and equipment operation.
- Performs a wide range of departmental duties including fielding phone calls, scheduling, filing, record keeping, greeting patients.
- Performs all required clerical/secretarial functions mandated by the department.
- Screens and refers all incoming calls and department visitors to ensure that accurate and timely departmental communication is facilitated, and that the department is presented in a positive manner.

Patient Representative | SolutionNHealth | March 2022- August 23, 2024, Full-time

- Greets and registers patients; notifies medical staff of their arrival.
- Verifies current address and insurance status.
- Uses appropriate company procedures, referring doctors and correct protocols for writing referrals. Schedules referral appointments with specialists, hospital testing and lab work.
- Completes prior authorization of testing according to insurance requirements.
- Maintains providers schedules, optimizing effective scheduling of appointments. Confirms appointments for daily schedule.
- Assists in developing and implementing systems to support effective and accurate registration of patients. Makes recommendations to increase efficiency of patient care or administrative functioning of area.

Employment Specialist | International Institute of New England | August 26, 2024- current; Full-Time

- Understand the needs of clients relating to credentialing, re-credentialing, training, and further education; maintain resources and resource materials.
- Support clients to identify, apply, interview for and secure employment.
- Coordinate with Community Services Case Specialists to access financial resources to support individuals seeking employment.
- Coordinate closely with other Institute programs and services, including support of internal referrals.

- Monitor the local and regional labor market, solicit employers through telephone, mail and personal contact, maintain knowledge of the needs and requirements of employers, educate employers to the needs and abilities of client population, and screen worksites for safe, non-exploitative work conditions.
- Interest in international, refugee, and asylee issues
- A command of Microsoft Word, Excel, Outlook, and PowerPoint
- Excellent organizational, verbal, written, and interpersonal skills.
- Access to reliable transportation
- Extremely well organized, detail oriented, flexible, and able to manage multiple tasks simultaneously.
- High levels of discretion and professionalism in dealing with confidential information

Education

B.S. IN HEALTH SCIENCE | MAY 2023 | RIVIER COLLEGE, NASHUA, NH 03060

Master's Business Administration | Current enrollment | Southern New Hampshire University Online

Skills & Abilities

- Professionalism and compassion
- Ethical integrity
- Excellent interpersonal and communication skills
- Attention to detail. In any medical settings, it's essential to be detailed oriented.
- Dependability and organization
- Fun and energetic

Certificates

- Time Management tips for time crunch professional
- Critical thinking skills
- Emotional Intelligence
- Leading vs Managing
- Coaching vs Mentoring

Activities and Interests

Disney, environmental conservation, art, hiking, soccer, travel

Language

English, Haitian Creole, French, Spanish

Wendy Brooks

EDUCATOR, ORGANIZER, MANAGER

- Organizer of violence prevention trainings
- Trainer in the field of human trafficking prevention
- Successful business owner, starting and running two businesses.
- Experienced teacher, working in middle school, overseas and in homeschooling environments.
- Community organizer, adept at making connections and bringing people together.

EXPERIENCE

International Institute of New England, Manchester, NH— Volunteer Manager

September 2024 to present

- Oversee all aspects of IINE Manchester volunteer- run programs
- Recruit and train new volunteers
- Represent IINE with local partner organizations

International Institute of New England, Manchester, NH— Manager of AmeriCorps RISE

February 2024 to August 2024

- Oversee all aspects of the RISE AmeriCorps program
- Recruit new members and manage members while they serve in their local community

International Institute of New England, Manchester, NH— Employment Case Specialist

August 2022 to present

- Work with clients to find them employment

Soteria Solutions, Durham, NH— Program Coordinator

April 2018 to September 2020

- Plan all the logistics involved with relationship and sexual violence prevention trainings
- Organize travel, accommodations and catering at different venues all over the country
- Use Microsoft Word, Excel, PowerPoint, Outlook and GSuite

NH Human Trafficking Collaborative Task Force— trainer

April 2018 to present

- Conduct trainings in different settings on issues involving human trafficking in New Hampshire and the US

Main Street Makery, Durham, NH — Owner

May 2014- October 2017

- Managed a small business with multiple employees
- Performed HR functions, including hiring, training, tasks assignment and talent development.

EDUCATION

University of New Hampshire, Durham, NH, MED, Secondary Education
1989-1991

University of New Hampshire, Durham, NH- BA, Political Science
1985-1989 Student Body President, 1988-1989

SKILLS

Project Coordination

Scheduling

Communication Skills

Problem Solving

Critical Thinking

Entrepreneurship

Task Management

VOLUNTEER EXPERIENCE

FREEDOM CAFE, Durham, NH
Member of the outreach team to help educate people of the issues of human trafficking here in the US and internationally.

PEACE CORPS VOLUNTEER

Rep. of the Marshall Islands
Worked as a teacher and health educator.

SMALL GROUP COMMUNITY ORGANIZER

- Organized raw milk cooperative
- Leader in community food collective
- Developed local homeschooling group
- Organized and led small group craft classes.

CRISIS LINE ADVOCATE

Raleigh/Durham, NC

LANGUAGES

Limited Conversational
Spanish

International Institute Of New England	
Key Personnel	
Budget Period	10/1/24 - 6/30/25 (SFY25)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Zazie Sawyer	Community Services Manager	\$ 68,503	5%	\$ 2,569
Benito Kese	Housing Coordinator	\$ 54,490	100%	\$ 40,868
Kate Ross	Lead Case Specialist	\$ 59,366	39%	\$ 17,364
Naldy Gonzalez	Case Specialist	\$ 54,490	100%	\$ 40,868
Doris Escobar	Case Specialist	\$ 54,490	20%	\$ 8,174
Andrew Cullen	Career Services Manager	\$ 75,353	6%	\$ 3,391
Cece Avelino	Employment Case Specialist	\$ 54,490	100%	\$ 40,868
Hansen Leroy	Employment Case Specialist	\$ 52,520	50%	\$ 19,695
Wendy Brooks	Volunteer Manager	\$ 68,503	41%	\$ 21,065

International Institute Of New England	
Key Personnel	
Budget Period	7/1/25 - 9/30/25 (SFY26)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Zazie Sawyer	Community Services Manager	\$ 68,503	5%	\$ 856
Benito Kese	Housing Coordinator	\$ 54,490	100%	\$ 13,623
Kate Ross	Lead Case Specialist	\$ 59,366	39%	\$ 5,788
Naldy Gonzalez	Case Specialist	\$ 54,490	100%	\$ 13,623
Doris Escobar	Case Specialist	\$ 54,490	20%	\$ 2,725
Andrew Cullen	Career Services Manager	\$ 75,353	6%	\$ 1,130
Cece Avelino	Employment Case Specialist	\$ 54,490	100%	\$ 13,623
Hansen Leroy	Employment Case Specialist	\$ 52,520	50%	\$ 6,565
Wendy Brooks	Volunteer Manager	\$ 68,503	41%	\$ 7,022

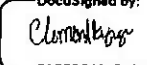
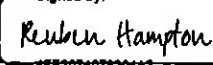
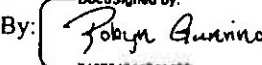
Subject: RFA-2025-OCOM-01-REFUG-04 - Refugee Support Services

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Overcomers Refugee Services		1.4 Contractor Address 90 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-856-7507	1.6 Account Unit and Class TBD	1.7 Completion Date September 30, 2025	1.8 Price Limitation \$80,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/6/2024		1.12 Name and Title of Contractor Signatory Clement Kigugu Executive Director	
1.13 State Agency Signature Signed by:  Date: 9/6/2024		1.14 Name and Title of State Agency Signatory Reuben Hampton Director, Office of Health Equity	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

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

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2024 ("Effective Date").

- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:**

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:**

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

- 1.3 Paragraph 14, Insurance, is amended by adding subparagraph 14.1.3 as follows:**

14.1.3. Automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation.

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. Refugee Support Services

1.1.1. The Contractor must provide statewide case management and employment support services, and must provide referrals to English to Speakers of Other Languages (ESOL) instruction for ORR-eligible individuals, including refugees, asylees, holder of Special Immigrant Visas and others designated by ORR for up to five (5) years from the eligibility date, prioritizing those who have been in the U.S. for one (1) year or less, with priority given to:

1.1.1.1. Individuals who are receiving public cash assistance;

1.1.1.2. Unemployed individuals who are not receiving public cash assistance; and

1.1.1.3. Employed individuals in need of services to retain employment or to attain economic independence.

1.1.2. The Contractor must coordinate the onset of Refugee Support Services delivery, as needed, with the Resettlement Agency working with the ORR-eligible individual to coordinate services.

1.1.3. Case Management Services

1.1.3.1. The Contractor must provide case management services to assist individuals with succeeding in their new communities including, but not limited to:

1.1.3.1.1. Assisting with housing-related issues.

1.1.3.1.2. Referring individuals to medical, mental health, and dental care services and other support services, as appropriate.

1.1.3.1.3. Referring individuals to appropriate English for Speakers of Other Languages (ESOL) or vocational ESOL programs.

1.1.3.1.4. Assisting individuals with accessing and enrolling in mainstream public programs such as Women, Infants and Children Nutrition Program (WIC), Fuel Assistance, and Head Start.

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Refugee Support Services**

EXHIBIT B

- 1.1.3.1.5. Identifying conveniently located, subsidized day care providers, as appropriate.
- 1.1.3.1.6. Assisting individuals with transportation, as needed, for the purpose of transporting individuals to initial employment and other appointments including but not limited to:
 - 1.1.3.1.6.1. Providing direct transportation by authorized Contractor staff in vehicles approved by the Contractor that meet all applicable safety standards. The Contractor must provide proof of valid automobile insurance that includes bodily injury and property damage in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation; and/or
 - 1.1.3.1.6.2. Providing payment for transportation such as bus, uber, and taxi fares.
- 1.1.3.1.7. Providing general cultural orientation about the U.S., with topics submitted to the Department for approval within ten (10) days of the Effective Date of this Agreement.
- 1.1.3.1.8. Providing orientation for parents and students to U.S. school systems, as needed.

1.1.4. Employment Services

- 1.1.4.1. The Contractor must provide employment services that focus on job development, placement, retention, and re-employment.
- 1.1.4.2. The Contractor must develop and maintain relationships with employers, including, but not limited to:
 - 1.1.4.2.1. Working with employers to assist with hiring and onboarding processes.
 - 1.1.4.2.2. Working with employers to develop employer-based training.

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

EXHIBIT B

- 1.1.4.2.3. Collaborating with existing governmental and private job development agencies.
- 1.1.4.3. The Contractor must develop employment support for each employable individual, including, but not limited to:
 - 1.1.4.3.1. Conducting employability assessments utilizing Department approved assessment instruments.
 - 1.1.4.3.2. Developing and maintaining a Family Self-Sufficiency Plan for all individuals within a family comprised of at least one (1) employable adult.
 - 1.1.4.3.3. Developing and maintaining Employment Plans for each individual eligible for employment.
 - 1.1.4.3.4. Assisting individuals with developing resumes.
 - 1.1.4.3.5. Scheduling and arranging job interviews for employable individuals and assisting them with submitting job applications until they are employed.
 - 1.1.4.3.6. Providing referrals to support services.
 - 1.1.4.3.7. Providing transportation training to increase employability, as necessary.
- 1.1.4.4. The Contractor must attend meetings with the Department as needed including, but not limited to:
 - 1.1.4.4.1. The quarterly state Refugee Advisory Council meeting.
 - 1.1.4.4.2. The bi-weekly, or as otherwise scheduled by the Department, Employment Team meeting.
- 1.1.5. English to Speakers of Other Languages (ESOL)
 - 1.1.5.1. The Contractor must provide referrals for ESOL instruction to rapidly prepare individuals for entry into the job market and facilitate community integration. The Contractor must:
 - 1.1.5.1.1. Document the clients who are referred for ESOL instruction.
- 1.1.6. The Contractor must ensure all Refugee Support Services are:
 - 1.1.6.1. Person-centered;

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Refugee Support Services**

EXHIBIT B

- 1.1.6.2. Trauma-informed;
- 1.1.6.3. Strengths-based; and
- 1.1.6.4. Culturally and Linguistically Appropriate (CLAS).
- 1.1.7. The Contractor must work with all applicable service providers and employers to ensure they understand and address the cultural and communication access needs of individuals being served, and advocate on behalf of individuals to protect their civil rights and ensure access to services.
- 1.1.8. Notwithstanding Paragraphs 8 and 9 of the General Provisions of this Agreement, the Contractor must communicate any challenges related to the scope of services described in this Agreement in a timely manner to the Department and be available to meet as requested by the Department in order to:
 - 1.1.8.1. Review performance;
 - 1.1.8.2. Discuss current caseload and needed supports and services; and
 - 1.1.8.3. Identify and address challenges and barriers to providing services.
- 1.1.9. The Contractor must obtain written consent from participants to share personally identifiable information (PII) and protected health information (PHI) with the Department, and maintain the written consent in clients' casefiles.
- 1.1.10. The Contractor must maintain eligibility verification documents, case notes and progress reports in client files and make them available to the Department upon request.
- 1.1.11. The Contractor must share data through the Department's Secure File Transfer Protocol (SFTP).
- 1.1.12. The Contractor must ensure staff:
 - 1.1.12.1. Are sufficient in number to carry out the scope of services;
 - 1.1.12.2. Are culturally and ethnically reflective of the population(s) served to the extent possible; and
 - 1.1.12.3. Participate in trainings on federal CLAS and civil rights laws compliance, including policies and procedures for handling discrimination complaints, as provided by the Department.

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1.1.13. The Contractor must participate in virtual or in-person meetings with the Department upon request, in addition to any meeting requirements described above.

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

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

1.2.1. The Contractor must submit:

1.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of this Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

1.2.1.2. A written attestation, within 45 days of the Effective Date of this Agreement and annually thereafter, that all personnel involved the provision of services to individuals under the resulting agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

1.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of this Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

1.2.2. Reporting Requirements:

1.2.2.1. The Contractor must submit semi-annual ORR-6 report data in accordance with ORR reporting requirements found here: www.acf.hhs.gov/orr/form/report-forms in a format acceptable to the Department, for reporting periods October 1 – March 31 and April 1 – September 30, no later than 30 days after the end of

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Refugee Support Services**

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each reporting period, to ensure progress toward program deliverables.

1.2.2.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3. Background Checks

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

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

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

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

1.4. Confidential Data

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

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

1.5. Privacy Impact Assessment

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

1.5.1.1. How PII is gathered and stored;

1.5.1.2. Who will have access to PII;

1.5.1.3. How PII will be used in the system;

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

1.5.1.5. Privacy practices.

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

1.6. Department Owned Devices, Systems and Network Usage

1.6.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.6.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.6.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

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Refugee Support Services**

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- 1.6.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.6.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.6.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.6.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.6.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.6.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.6.1.9. Agree when utilizing the Department's email system:
 - 1.6.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.6.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.6.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete

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this electronic message and any attachments from your system. Thank you for your cooperation."

1.6.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.6.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.6.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.6.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.6.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.6.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.6.2. Workspace Requirement

1.6.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.7. Contract End-of-Life Transition Services

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1.7.1. General Requirements

1.7.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

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

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

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

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

1.7.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.7.2. Completion of Transition Services

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

1.7.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.7.3. Disagreement over Transition Services Results

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

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2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

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

- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

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

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, GY2024 Refugee Support Services and Set-Asides, as awarded on November 14, 2023, February 9, 2024 and August 26, 2024, by the DHHS Admin for Children & Families, ALN 93.566, FAIN 2401NHRSSS.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Laura.mcglashan@dhhs.nh.gov or mailed to:

Laura McGlashan
Interim State Refugee Coordinator
97 Pleasant Street
Thayer Building
Concord, NH 03301

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

EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

EXHIBIT C

- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services	
Contractor Name:	Overcomers Refugee Services,
Budget Request for:	Refugee Support Services (Option A)
Budget Period	10/1/24 - 6/30/25 (SFY25) 39 weeks
Indirect Cost Rate (if applicable)	#DIV/0!
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
Case Manager	\$44,547
Admin Assistant	\$2,960
Executive Director	\$4,949
2. Fringe Benefits	\$0
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	\$300
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$300
6. Travel	\$1,206
7. Software	\$0
8. (a) Other - Insurance	\$2,535
8. (b) Other - Phone	\$450
Manager	\$1,890
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$59,137
Total Indirect Costs	\$863
	3.45%
TOTAL	\$60,000

Contractor Initials:

CK

New Hampshire Department of Health and Human Services	
Contractor Name: Overcomers Refugee Services	
Budget Request for: Refugee Support Services (Option A)	
Budget Period 7/1/25 - 9/30/25 (SFY26) 13 Weeks	
Indirect Cost Rate (if applicable) #DIV/0!	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
Case Manager	\$14,849
Admin Assistant	\$987
Executive Director	\$1,650
2. Fringe Benefits	\$0
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	\$90
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$100
6. Travel	\$402
7. Software	\$0
8. (a) Other Insurance	\$452
8. (b) Other - Phone	\$150
Manager	\$630
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$19,310
Total Indirect Costs	\$690
	3.45%
TOTAL	\$20,000

Contractor Initials:

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

DS
[Signature]

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

DS
C K

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

The 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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 UEI (SAM.gov) number for your entity is: 332580
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Name: Overcomers Refugee Services

9/6/2024

Date: _____

DocuSigned by:

Clement Kigugu

Name: Clement Kigugu

Title: Executive Director

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Exhibit D
Federal Requirements

Contractor's Initials

Date 9/6/2024

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New Hampshire Department of Health and Human Services
Exhibit E
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

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Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit E

DHHS Information Security Requirements

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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Exhibit E

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

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Exhibit E

DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

New Hampshire Department of Health and Human

Exhibit F



BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et seq., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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Business Associate Agreement

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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Business Associate Agreement
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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; ~
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
- f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
- g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
- h. Within ten (10) 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 BAA and the Agreement.
- i. 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.
- j. 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.
- k. Business Associate shall document any disclosures of PHI and information related to any 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.
- l. 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

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Business Associate Agreement
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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
 - n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations ^{used}

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Business Associate Agreement

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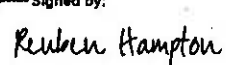
herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

Signed by:

 4FE2074078284A2...

Signature of Authorized Representative

Reuben Hampton

Name of Authorized Representative

Director, Office of Health Equity

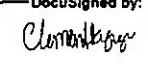
Title of Authorized Representative

9/6/2024

Date

Overcomers Refugee Services

Name of the Contractor

DocuSigned by:

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Signature of Authorized Representative

Clement Kigugu

Name of Authorized Representative

Executive Director

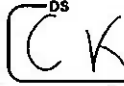
Title of Authorized Representative

9/6/2024

Date

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Contractor Initials



9/6/2024

Date

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 OVERCOMERS REFUGEE SERVICES. ("THE CORPORATION") is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 03, 2013. 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: 692643

Certificate Number: 0006670342



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal.

David M. Scanlan
Secretary of State



Overcomers Refugee Services

educate • empower • engage

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Overcomers Refugee Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 5 SEP 2024, 20 24, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Clement Kigugu (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Overcomer Refugee Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 6 SEP 2024

Signature of Elected Officer

Name: REX H. HELTZ

Title: BOARD CHAIR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2024

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

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

PRODUCER Melcher & Prescott Insurance 426 Main Street Laconia NH 03246		CONTACT NAME: Cortney Jacques PHONE (A/C, No, Ext): (603) 524-4535 E-MAIL ADDRESS: cjacques@melcher-prescott.com FAX (A/C, No):	
INSURED Overcomers Refugee Services PO Box 2941 Concord NH 03302-2941		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Ins. Co. NAIC # 23280 INSURER B: Allied Eastern Indemnity Co. 11242 INSURER C: Cincinnati Insurance Co. INSURER D: NH Automobile Insurance Plan INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2451412457

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☒ OTHER: Social Services Prof Liab			ETD 0586268	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Each Prof Incident \$ 1mill / 2mill agg
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			TBD Assigned Risk-Auto Policy	09/16/2024	09/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☒ 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 Y	N/A	0000127608	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors and Officers			EMN 0586279	06/01/2024	06/01/2027	Directors & Officers \$1,000,000 Excess Side A \$1,000,000 Investigative Costs \$100,000

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

Statutory State: NH
Excluded members: Carolyn Blasko, Anne Renner & Janice Leviton

CERTIFICATE HOLDER

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

Cortney Jacques

The mission of Overcomers Refugee Services is to:

EDUCATE • EMPOWER • ENGAGE

We are a multi-lingual team of professional case managers and trained volunteers providing culturally-sensitive services that support refugees as they transition into New Americans.

We **educate, empower, and engage** our clients on their journey toward independence and integration. Our goal is their full and successful participation in our diverse community.

Our staff, themselves once refugees, understand the difficulties that our clients face and how to effectively guide them toward independence and integration.

Overcomers Refugee Services

Statement of Activity

January - December 2023

	TOTAL	
	JAN - DEC 2023	JAN - DEC 2022 (PY)
Revenue		
4000 Contributions		
4025 Individual Contributions	25,847.60	46,921.90
4050 Corporate Contributions	54,198.46	35,362.93
4075 NH Gives Campaign	9,920.97	3,000.89
Total 4000 Contributions	89,967.03	85,285.72
4200 Grants		
4201 Individual Grant Income		800.00
4205 NH Votes Grant		-4,925.22
4212 Bishop Charitable Assistance		353.86
4214 NHCF/Voter	20,000.00	10,000.00
4215 NHCF Rental Assistance		47,178.69
4216 Granite UW - Computer Literacy	11,400.00	14,567.10
4217 MCSB	3,000.00	0.00
4218 NH CDFA Grant	16,193.24	2,500.00
4219 NHCF / Express Grant		0.00
4220 NHCF / Clyde	2,000.00	5,820.76
4221 NHCF / Youth	10,050.00	8,023.99
4222 Women's Foundation Grant		0.00
4223 Tufts		10,000.00
4224 NHCF NR	20,000.00	
4225 Clowes Fund	20,000.00	
Total 4200 Grants	102,643.24	94,319.18
4300 Fundraising Income		200.00
4350 Sponsorships		1,010.00
Total 4300 Fundraising Income		1,210.00
4400 Program Services Income		600.00
4410 DHHS / BCNH Grant	15,872.41	24,067.87
4425 Ascentria	21,059.34	12,578.72
4450 BCNH/IINE	19,987.63	
4475 Volunteer Services Income		5,000.00
Total 4400 Program Services Income	56,919.38	42,246.59
Unapplied Cash Payment Revenue		0.00
Uncategorized Revenue		0.00
Total Revenue	\$249,529.65	\$223,061.49
GROSS PROFIT	\$249,529.65	\$223,061.49
Expenditures		
5000 Salaries & Wages		
5025 Salaries & Wages	117,559.17	115,788.30
5050 Payroll Taxes	14,290.73	9,185.92

	TOTAL	
	JAN - DEC 2023	JAN - DEC 2022 (PY)
5075 State Unemployment Tax	1,169.28	1,939.81
Total 5000 Salaries & Wages	133,019.18	126,914.03
5100 Program Services	500.00	
5110 Background Checks	336.50	340.00
5120 Interpreter Services	180.00	675.00
5130 Program Expenses		928.00
5140 Program Events	1,667.50	2,292.27
5141 Youth Events	5,841.86	6,995.34
5142 Umuganda		3,208.96
Total 5140 Program Events	7,509.36	12,496.57
Total 5100 Program Services	8,525.86	14,439.57
6000 Operation Expenses		
6001 Advertising & Promotions	548.16	
6010 Continuing Education	414.00	125.00
6020 Dues & Subscriptions	1,955.90	2,113.98
6025 Employee Benefits	500.00	500.00
6100 Information Technology		
6101 Computer Software & Training	2,267.47	1,024.88
6103 Internet	1,714.03	1,785.02
6105 Telephone	930.34	1,119.42
6106 Website	732.82	143.88
Total 6100 Information Technology	5,644.66	4,073.20
6200 Facilities / Rent	13,407.50	13,260.00
6300 Fines & Penalties		25.00
6400 Insurance	5,174.00	6,252.00
6475 Meals & Entertainment	1,063.11	1,032.02
6480 Miscellaneous	132.00	596.43
6500 Office Expenses		
6501 Office Supplies	1,995.04	1,666.43
6502 PO Box	194.00	
6503 Small Equipment	54.99	112.06
Total 6500 Office Expenses	2,244.03	1,778.49
6550 Memberships		227.00
6600 Postage & Printing		
6601 Postage	186.00	420.96
6775 Printing	68.40	541.76
Total 6600 Postage & Printing	254.40	962.72
6700 Recruitment & Training	465.62	
6750 Professional Fees		
6751 Legal / Compliance	75.00	105.75
6752 Payroll Service Fees	2,749.41	1,201.79
6753 Grant Writer		2,500.00
6754 Bookkeeping		1,525.26
6755 Consulting	18,400.00	
Total 6750 Professional Fees	21,224.41	5,332.80

	TOTAL	
	JAN - DEC 2023	JAN - DEC 2022 (PY)
6850 Travel (Mileage & Tolls)	4,550.31	2,923.86
Total 6000 Operation Expenses	57,578.10	39,202.50
7000 Fundraising	550.00	
7005 Fundraising Events	492.10	54.67
Total 7000 Fundraising	1,042.10	54.67
8888 Uncategorized Expenses	0.00	
Total Expenditures	\$200,165.24	\$180,610.77
NET OPERATING REVENUE	\$49,364.41	\$42,450.72
Other Revenue		
4800 Other Income	0.00	196.64
Total Other Revenue	\$0.00	\$196.64
NET OTHER REVENUE	\$0.00	\$196.64
NET REVENUE	\$49,364.41	\$42,647.36

Overcomers Refugee Services

Statement of Financial Position

As of December 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1001 MCSB - Operating Account-3429	154,418.25
Total Bank Accounts	\$154,418.25
Accounts Receivable	
1100 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
1200 Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$154,418.25
TOTAL ASSETS	\$154,418.25
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
2200 Payroll Liabilities	
2201 Accrued Payroll	2,067.45
2202 Payroll Taxes - FICA	18,302.84
2203 Payroll Taxes - MEDI	0.00
2204 Payroll Taxes - Federal W/H	-13,434.63
2205 Payroll Taxes - SUTA	594.36
2206 Accrued Vacation & Sick	0.00
2207 Net Payroll	-4,039.44
Total 2200 Payroll Liabilities	3,490.58
2500 Deferred Grant Income	46,136.61
2600 PROJECT S.T.O.R.Y.	1,877.75
Total Other Current Liabilities	\$51,504.94
Total Current Liabilities	\$51,504.94
Total Liabilities	\$51,504.94
Equity	
3200 Unrestricted Net Assets	53,548.90
Net Revenue	49,364.41
Total Equity	\$102,913.31
TOTAL LIABILITIES AND EQUITY	\$154,418.25

Name	Role in organization	Organizational Email	Personal email	Phone	Affiliation
Rex Heltz	Board Chair				retired
Siza Timbiri	Board Member				Beaver Meadow Elementary Sc
Lena Rozzi	Treasurer				Mason and Rich Accounting, Cc
Robert Kleiner	Board Member				Delta Dental, Concord, NH
Claire Nepa	Board Member				Concord Hospital, Concord, NH
Clement Kigugu	Executive Director				Overcomers Refugee Services
Eric Irakiza	Board Member				BCNH, Manchester, NH
Ghanashyam (Ghana) Dahal	Board Member				Concord High School, Concord,
Mushoshere Mwenewirhu	Board Member				NFI North, Contoocook, NH
Jessica Livingston	Secretary				Capital Center for the Arts, Con
James Snodgrass	Board Member				retired

DANIEL M. HUSSEIN

Professional Summary

A highly motivated Case Manager with 4 years of experience in job searches and placement. Possesses strong communication and organizational skills to effectively meet clients' needs.

Skills

- ❖ Case Management
- ❖ Social Services
- ❖ Job Placement
- ❖ Microsoft Office
- ❖ Problem Solving
- ❖ Active Listening
- ❖ Cultural Competence
- ❖ Empathy
- ❖ Languages: English, French, and Swahili

Work Experience

Walmart, Concord, NH
Produce Associate

11/2016 - 08/2019

- Receiving & stocking merchandise in an organized manner.
- Maintaining inventory so that there is no out of stock and over-stock products.
- Maintaining a clean, neat, and customer-ready area.
- Providing exceptional customer service to customers across the store as needed, answering any questions they may have.
- Maintaining a positive attitude by smiling, greeting and thanking customers.

Overcomers Refugee Services - Concord, NH
Case Manager

09/2019 – *present*

- Job searches and placement, resume building, and interview preparation.
- Professional and/or emotional support to meet clients' needs.
- Find and obtain helpful resources for clients.
- Assist with interpretation and transportation.
- Help apply for various immigration documents.
- Find housing for clients, etc.

Education

Southern New Hampshire University (2022)

Bachelor of Arts (BA) in Human Services

References

1.

[REDACTED]

2.

[REDACTED]

CLEMENT N KIGUGU

EXPERIENCE

01/2019 to Now

Executive director, Overcomers Refugee Services, Concord NH

09/ 2017- 12/2018

Case Worker, Building Community of New Hampshire

11/ 2016- 09/2017

Education and Employment Specialist, Ascentria Care Alliance

03/2014/ - 11/15

Caseworker, Services of New Americans at Ascentria Care Alliance

2011 -2014

Interpreter, Kinyarwanda, Kirundi, Swahili and French
Lutheran Social Services (Language Bank),

11/2013 to 2014

Market Place Assistant for the Affordable Care Act,

2004 - 2006

NASP + Kigali, Rwanda, Supervisor, National Association to Support People with HIV

1999-2003

Gira Impuhwe Institute Rwanda, Coordinator of a non-profit organization

01/2019 to Now

Volunteer work, Senior Pastor of the overcomers Church of God

EDUCATION

- Université' Libre de Kigali, Kigali, Rwanda, 1999,
degree in Management

Certificate earns

- Certificate in Financing of Micro-projects for Leaders of the
association of people living with HIV/AIDS, Kigali, Rwanda, 1999
- Certificate in Living With HIV/AIDS and Disabilities,
Post-Traumatic Stress Disorder. Kigali, Rwanda, 2000

- Certificate from ActionAid Rwanda and Christian Aid, training course for AIDS work trainers, Byumba, Rwanda, 2001
- Ambassadors of Hope Training Certificate, National Association for Supporting People Living with AIDS Rwanda, Isano CenteKigali, Rwanda, 2002
- Catholic Relief Services Certificate, Economic Competence in the Foundation of Entrepreneurship, Kigali, Rwanda,
- ESRI Certificate in Demographic Information Systems, Geneva, Switzerland, 2002
- AHEC, Southern NH Area Health Education Center, Certificate in Medical Interpretation Training, Manchester, NH 2009

REFERENCES

1.

2.

3.

Clem Haggan

Linda A. Douglas M.S. Ed.

Profile & Qualifications

Solid background in domestic violence, substance abuse and homeless services. Experienced in implementation and development of programs for substance abusing battered women. Skilled in developing and providing training, supervision of work teams and maintaining a strong program assisting homeless, battered women and children. Has worked on various committees on the state and local level to provide advocacy and development of services to assist homeless families and individuals including victims of domestic violence and women and children affected by substance abuse. Extensive knowledge of trauma-informed services. Well known New England region as speaker on trauma informed services. Proficient in online training programs – Canvas and Moodle.

Education & Certifications

M.S. Ed. (Emphasis Agency Counseling) Old Dominion University
B.S. Liberal Arts (Business Management) Virginia Wesleyan College

August 1995
May 1989

Career History

Overcomers Refugee Services

July 2022 to present

Administrative Assistant

- General office duties include basic accounting and correspondence
- Assist with grant writing, management, and billing for reimbursements
- Volunteer recruitment and management

Granite State College CWEP

2019 to present

Instructor

- Provided technical assistance in creating Children Exposed to DV module and has been the instructor for this course for the past two years, most recently on Canvas
- Occasional instructor for How's Your Stress Life
- Has been an instructor for the DCYF Core Academy on Canvas since spring of 2020 for Domestic Violence Dynamics and Trauma Informed Child Welfare

New Hampshire Coalition Against Domestic and Sexual Violence

Trauma Specialist

April 2009 – July 2022

- Develop and implement trainings to enhance the capacity of member programs of the coalition, and local communities, to address the affects of trauma and the complex needs of victims with mental health and substance abuse problems.
- Research current trends in trauma-informed therapy and services.
- Educate community agencies on trauma-informed care.
- Provide technical assistance to advocates from domestic violence and sexual assault center who provide direct services to survivors.
- Train advocates and other professionals on meeting the needs of children exposed to domestic violence and their parents.

Monadnock Family Services

Recovery Support Service, Manager/Clinician

January 1, 2007 – April 2009

- Supervise case managers, assess consumers for placement into support services, and participate in clinical team meetings to determine appropriate treatment plans for consumers. Provide one on one and group counseling to dually diagnosed mental ill/substance abusing adults. Co-facilitates DBT groups. Prepare statistical reports for funding sources and assist in grant writing.

Substance Abuse Clinician

July 1, 2005 – December 31, 2006

- Assess clients for substance abuse and dependence, provide individual counseling to adults with substance abuse/dependence, provide referrals for psychiatric evaluation, implement treatment plans, attend weekly clinical case reviews.

YWCA of South Hampton Roads

Sept 1994 – June 2005

Director – Women in Crisis/Women in Recovery

- Designed and implemented the award winning Women in Recovery Program in 1996 to provide services for battered substance abusing women, the first program of its kind in the country.
- Responsible for supervision of shelter team of ten employees (includes hiring and firing)
- Oversaw direct services within emergency shelter and transitional housing programs that serve over 400 women and children per year.
- Supervised planning and scheduling for maintenance of three buildings.
- Serves as agency representative on Norfolk Homeless Consortium, the continuum of care for all HUD funded homeless services in the City of Norfolk. Served as chair of the Consortium for 3 years. Served as chair of the Standards of Care committee which will be responsible for assessing homeless services. Served on Mental Illness/Substance Abuse Sub-Committee of the Norfolk Blue Ribbon Commission on Homelessness.
- Served 4 years as area representative on the board of the state coalition, Virginians Against Domestic Violence. Member of Certification Committee and also served on the committee that started the process of merging the state sexual assault and domestic violence coalitions.
- Served as agency representative on Hampton Roads Family Violence Alliance which is currently the local community coordinated response for developing and implementing a local primary - prevention program under a grant from the Center for Disease Control.
- Provided training to community groups and allied professions (Department of Social Services, Probation and Parole, Substance Abuse Services) in substance abuse and battered women, the dynamics of domestic violence, and healthy relationships. Implemented women's anger management program. Assisted in development of battered women and substance abuse training with state coalition.

Norfolk Community Services Board

December 1998 – January 2001

Substance Abuse Counselor – Women's Day Treatment Program

Provided substance abuse counseling and education to approximately 20-30 women in a five day per week day treatment program. Performed various case management functions and maintained client records.

Overcomers Refugee Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel Hussein	Case Manager	59396.00	100	59396.00
Clement Kigugu	Executive Director	30749.00	21%	6600.00
Linda Douglas	Administrative Assistant	19285.00	20%	3947.00