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Lori A. Weaver
Commissioner

Reuben T. Hampton
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HEALTH EQUITY

97 PLEASANT STREET, CONCORD, NH 03301-3857
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January 23, 2025

Her Excellency, Governor Kelly A. Ayotte
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 **Sole Source** contracts with the contractors listed below in an amount not to exceed $319,680 to provide foundational and enhanced case management services to Office of Refugee Resettlement (ORR)-eligible families, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through September 30, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Concord, NH	$159,680
International Institute of New England, Inc.	177551	Manchester, NH	$160,000
		Total:	**$319,680**

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Contractors are the only two (2) qualified providers that have an agreement with the United States Department of State to resettle the federally vetted refugee families via the U.S. Refugee Admissions Program and have access to refugee demographic information necessary to perform these services. The Contractors have been project partners since the inception of the grant and collaborated with the Department and other stakeholders to design and implement an effective service delivery model to address the needs and existing service gaps of TANF- and Office of Refugee Resettlement (ORR)-eligible families. Contracting with these entities would ensure continuity of care and services for these specific refugee families. Additionally, the Contractors possesses the cultural and linguistic

expertise needed to serve the various refugee populations eligible for services under the U.S. Refugee Admissions Program.

The purpose of this request is to provide enhanced case management services and employment services to Office of Refugee Resettlement eligible families in New Hampshire. The Contractors will provide resources to individuals to ensure they are able to obtain life skills needed to become self -sufficient and to achieve sustained social and economic wellbeing. The Contractors will provide assistance and social services life skills through strengths-based assessments and personal wellness plans, referrals to services for support and barrier removal, goal development and coaching sessions.

The Contractors will provide foundational and enhanced case management and employment services to these eligible refugee families including developing new employer relationships and career pathways, with the goal of increasing self-sufficiency to achieve sustained social and economic wellbeing.

Approximately 20 Office of Refugee Resettlement eligible families will be served through September 30, 2025.

The Department will monitor contracted services by reviewing programmatic reports and case to ensure:

- Participants receive an assessment and service plan.
- 80% successful participant job placement achievement.
- A minimum of ten (10) new employer relationships and three (3) career pathways for advancement are established.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to one (1) additional year, 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, Office of Refugee Resettlement eligible families will not have access to enhanced case management and customized economic support services, which will impact the ability of participants to obtain life skills needed to become self-sufficient and achieve sustained social and economic wellbeing.

Source of Federal Funds: Assistance Listing Number 93.583, FAIN #90RW0069

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

Respectfully submitted,

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FISCAL DETAILS SHEET

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 Community Services, Inc. Vendor #222201

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2025	102-500731	Contracts for Program Services	95070018	$99,680.00
2026	102-500731	Contracts for Program Services	95070018	$60,000.00
		Sub Total		$159,680.00

International Institute of New England, Inc. Vendor #177551

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2025	102-500731	Contracts for Program Services	95070018	$100,000.00
2026	102-500731	Contracts for Program Services	95070018	$60,000.00
		Sub Total		$160,000.00

Overall Total	$319,680.00

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

Subject: Wilson Fish TANF Collaboration SS-2025-OHE-05-WILSO-01

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 261 Sheep Davis Road, A1 Concord, NH 03301	
1.5 Contractor Phone Number (603) 410-3322	1.6 Account Number TBD	1.7 Completion Date 9/30/2025	1.8 Price Limitation $159,680
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: Angela Bovill A477A8005431470... Date: 1/21/2025		1.12 Name and Title of Contractor Signatory Angela Bovill President/CEO	
1.13 State Agency Signature Signed by: Reuben Hampton 4FE2074978284A2... Date: 1/21/2025		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: DocuSigned by: Robyn Guarino 748734844941480...		On: 1/27/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials AB
Date 1/21/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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Contractor Initials AB

Date 1/21/2025

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Contractor Initials AB

Date 1/21/2025

New Hampshire Department of Health and Human Services
Wilson Fish TANF Collaboration

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 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 one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. 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.

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Contractor Initials AB
Date 1/21/2025

New Hampshire Department of Health and Human Services
Wilson Fish TANF Collaboration

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide enhanced case management and employment services in this agreement to Office of Refugee Resettlement (ORR)-eligible families in New Hampshire who:

1.1.1. Are within the first 36 months of arrival into the United States;

1.1.2. Are a two (2)-parent family (for the purpose of this Agreement defined as "otherwise Temporary Assistance for Needy Families (TANF)-eligible families"); and

1.1.3. Have a child under age 18 years old.

1.2. The Contractor must provide case management and customized economic support services that support families' access to resources to obtain life skills needed to become self-sufficient and achieve sustained social and economic wellbeing, including, but not limited to:

1.2.1. Strengths-based assessments and personal wellness plans directed toward achieving self-sufficiency goals.

1.2.2. Referrals to services for support and barrier removal.

1.2.3. Goal development, coaching and other in-person and tele-conference case management services that increase household efficacy, persistence and success.

1.2.4. Monitoring of progress toward goal achievement.

1.2.5. Coaching sessions that are scheduled and conducted two (2) times per month.

1.3. The Contractor must collaborate with the Department to develop a culturally and linguistically integrated program model. The Contractor must:

1.3.1. Develop partnerships with state and local agencies to share culturally and linguistically appropriate services (CLAS) best practices; and

1.3.2. Develop a minimum of ten (10) new employer relationships and three (3) career pathways for advancement, or as otherwise determined by the Department, in coordination with NH state workforce development agencies and their partners and providers. The Contractor must:

1.3.2.1. Conduct ongoing labor trend research to identify in demand employment opportunities to focus outreach efforts to potential employers;

1.3.2.2. Establish new employer contacts, annually, through

outreach and education which must include making direct phone calls and coordinating meetings with perspective employers;

1.3.2.3. Maintain ongoing relationships with existing employers;

1.3.2.4. Develop partnerships with career pathway training institutes that may include, but are not limited to schools, Colleges and universities; and vocational training organizations/agencies

1.3.2.5. Convene individual and/or group information sessions between potential employers and target population which include site visits and informational sessions conducted at the employer's facility or Contractor's site.

1.4. The Contractor must recruit, screen, enroll and maintain a minimum of ten (10) "otherwise TANF-eligible families" during the life of the contract, in services that include, but are not limited to, goal development, coaching and other wrap-around services that combine daily responsibilities with employment goals to increase self-sufficiency. The Contractor must:

1.4.1. Utilize evidence-based assessment tools, approved by the Department, to prepare service plans for all participants to reach employment goals and self-sufficiency;

1.4.2. Schedule and conduct two (2) coaching sessions per month, with all participants;

1.4.3. Refer participants to appropriate supportive services including, but not limited to:

1.4.3.1. English for Speakers of Other Languages (ESOL) services.

1.4.3.2. Vocational ESOL classes.

1.4.3.3. Mental health services.

1.4.3.4. Social services.

1.4.3.5. Legal services.

1.4.3.6. Digital Literacy Training

1.4.4. Facilitate participant career exploration; pursuit of specific careers; and advancement within chosen career paths by:

1.4.4.1. Conducting a minimum of one (1) career assessment and exploration meeting with all participants.

1.4.4.2. Developing career development plans with participants;

1.4.4.3. Providing facilitation and guidance on the various pathways to career advancement including transitions to postsecondary education and or vocational training, as applicable through referrals, opportunity identification and informal connections ;

1.4.4.4. Providing guidance on pursing specific careers and advancement within chosen career paths; and

1.4.4.5. Providing ongoing employment services to participants including, but not limited to:

1.4.4.5.1. American workplace orientation including information on completing required Internal Revenue Service tax payer forms, federal employment law, workplace culture and employer benefits

1.4.4.5.2. Resume writing assistance.

1.4.4.5.3. Interviewing skills training.

1.4.4.5.4. Transportation assistance including, but not limited to, transport to job training opportunities, connecting with potential employers and to job interviews.

1.4.5. Schedule and facilitate job interviews, and

1.4.6. Develop and deliver in-person and tele-conference job readiness trainings.

1.5. The Contractor must provide financial guidance to strengthen families' knowledge of budgeting, savings, credit management loans, and debt by:

1.5.1. Conducting financial literacy assessments for each family;

1.5.2. Delivering financial literacy trainings at times and in venues convenient to families;

1.5.3. Establishing relationships through outreach to build partnerships with local financial institutions in order to promote financial independence; and

1.5.4. Developing short and long-term financial plans with each adult participant.

1.6. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.

1.7. Reporting

1.7.1. The Contractor must submit reports 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, which include, but are not limited to:

1.7.1.1. Total number of enrollments age eighteen or older.

1.7.1.2. Number of Case management participants.

1.7.1.3. Number of job placements, full-time (FT)and part-time (PT).

1.7.1.4. Number of adults participating in job readiness.

1.7.1.5. Number of adults participating in English language training.

1.7.1.6. Number adults participating in digital literacy training.

1.7.1.7. Number adults participating in financial literacy training.

1.7.1.8. Number of adults participants on TANF.

1.7.1.9. Number of adults participants on Refugee Cash Assistance.

1.7.1.10. Number of employment services participants.

1.7.1.11. Average hourly wage (FT and PT).

1.7.1.12. Qualitative information in narrative form such as:

1.7.1.13.1. Individual goals established and achieved;

1.7.1.13.2. Community partnerships formed; and

1.7.1.13.3. Progress of vocational training paths.

1.8.1. The Contractor must enroll a minimum of ten (10) eligible families during the contract period.

1.8.2. The Contractor must share programmatic reports and case notes with the Department for review to ensure 100% of participants receive:

1.8.1.1. Assessment and service plan.

1.8.1.2. Job readiness services.

1.8.3.1. Refer participants to English for Speakers of Other Languages (ESOL) services.

1.8.1.4. Digital literacy training.

1.8.1.5. Financial literacy training.

1.8.1.6. Employment services.

1.8.4. The Contractor shall achieve 80% successful participant job placement

1.8.5. The Contractor must establish a minimum of ten (10) new employer

relationships and three (3) career pathways for advancement

1.9. Background Checks

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

1.9.1.1. 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;

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

1.9.1.3. 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.

1.10. Confidential Data

1.10.1. 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.

1.10.2. 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.

1.11. Privacy Impact Assessment

1.11.1. 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:

1.11.1.1. How PII is gathered and stored;

1.11.1.2. Who will have access to PII;

1.11.1.3. How PII will be used in the system;

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

1.11.1.5. Privacy practices.

1.11.2. 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.

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

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the 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.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this 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); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the 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).

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public

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

3.5. Eligibility Determinations

3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

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

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

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

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

services.

4.1.4. Medical records on each patient/recipient of services.

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

4.3. If, upon further review, 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
Wilson Fish TANF Collaboration

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, from Wilson Fish TANF Collaboration New Hampshire Equiped to Thrive, as awarded on August 30, 2024, by the DHHS Administration for Children and Fmailes of ALN 93.583, FAIN 90RW0069.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheets.
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice 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 format as provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment in accordance with Section 3 above.
   4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
   4.5. Is completed, dated and returned to the Department to initiate payment.
   4.6. Is assigned an electronic signature and is emailed to Laura.R.Mcglashan@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar 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 direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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 is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

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.

8.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

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, within sixty (60) days.

9. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Ascentria Community Services, Inc.
Budget Request for:	Wilson Fish TANF Collaboration
Budget Period:	Upon G&C Approval-9/30/25
Indirect Cost Rate (If applicable)	10.27%

Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25
1. Salary & Wages	$50,593	$25,803
2. Fringe Benefits	$10,878	$5,548
3. Consultants	$14,000	$13,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$961	$490
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	$750	$500
6. Travel	$1,175	$411
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify) Interpretation	$1,560	$650
Other (please specify) Postage	$85	$50
Other (please specify) Telephone	$816	$816
Other (please specify) Audit	$304	$155
Other (please specify) Insurance	$304	$155
Other (please specify) Client Allowance	$3,680	$4,500
Other (please specify) Occupancy	$4,532	$2,301
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$89,637	$54,878
Total Indirect Costs	$10,043	$5,122
Subtotals	$99,680	$60,000
		$159,680

Initial: AB

Contractor Initials: _____

Date: 1/21/2025

Project ID #

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.

Initial

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.

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: 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 Care Alliance, Inc

1/21/2025
Date:

Signed by: Angela Bovill
Name: Angela Bovill
Title: President/CEO

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.

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.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 HIPPA 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 inci

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

Initial: AB

Contractor Initials _____

1/21/2025

Date _____

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,

Initial
Contractor Initials AB

1/21/2025
Date

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.I., 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 Care Alliance, Inc
The State	Name of the Contractor
Signed by: Reuben Hampton	Signed by: Angela Bovill
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
1/21/2025	1/21/2025
Date	Date

Initial: AB

Contractor Initials

Date 1/21/2025

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: 0006329958

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 October A.D. 2023.

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, 20 24, 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: 1/21/25

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

Docusign Envelope ID: 42CB2C19-865A-4BAC-B397-889B191F810B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2025

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 Brown & Brown Insurance Services, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Janet Walker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Janet.Walker@bbrown.com
INSURED Ascentria Care Alliance, Inc. 11 Shattuck St. Worcester MA 01605	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Compar — 18058 INSURER B: Zurich American Insurance Company of Il — 27855 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24-25 GL Auto UMB WC Prof REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		PHPK2609012-020	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			PHPK2609014-020	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			PHUB883842-020	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1469872 - 02	12/1/2024	12/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2609012-020 Retroactive Date: 1/1/2004	10/1/2024	10/1/2025	Each Occurrence Aggregate	$1,000,000 $3,000,000

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

Ascentria Community Services, Inc. is included as a named insured on the above policies as required by written contract.
State of NH
New Hampshire Department of Health and Human Services is included as Additional Insured as respects general liability where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Owen Callaghan/MCROSB

Ascentria
CARE ALLIANCE

261 Sheep Davis Road, Suite A-1, Concord, NH 03301
ascentria.org | 603.224.8111 | info@ascentria.org
Formerly Lutheran Social Services of New England

Mission statement:

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

Vision statement:

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS AND SINGLE AUDIT COMPLIANCE REPORTS

YEARS ENDED JUNE 30, 2023 AND 2022

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
TABLE OF CONTENTS
YEARS ENDED JUNE 30, 2023 AND 2022

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinion

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

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.

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

CliftonLarsonAllen LLP

Quincy, Massachusetts
February 5, 2024

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

ASSETS	2023	2022
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	10,156,270	9,858,501
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	2,518,421	2,919,809
Less: Accumulated Depreciation	1,786,772	2,161,956
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	545,586	88,885
Total Assets	$ 18,407,453	$ 16,688,441

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	2023	2022
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	5,942,518	6,487,020
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	59,494	-
Total Liabilities	6,384,429	6,855,884
NET ASSETS		
Without Donor Restrictions	9,803,241	7,064,981
With Donor Restrictions	2,219,783	2,767,576
Total Net Assets	12,023,024	9,832,557
Total Liabilities and Net Assets	$ 18,407,453	$ 16,688,441

See accompanying Notes to Consolidated Financial Statements.

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

	2023	2022
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	48,362,216	45,026,602
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	45,623,956	43,028,100
OPERATING GAIN	2,738,260	1,998,502
NONOPERATING ACTIVITY		
Gain on Forgiveness of Debt and Accrued Interest	-	3,553,766
Total Nonoperating Activity	-	3,553,766
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	$ 2,738,260	$ 5,552,268

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

	Without Donor Restriction	With Donor Restriction	Total
BALANCE - JUNE 30, 2021	$ 1,512,713	$ 1,087,291	$ 2,600,004
Increase in Net Assets without Donor Restrictions	5,552,268	-	5,552,268
Change in Beneficial Interest in Net Assets of Related Party	-	1,680,285	1,680,285
Change in Net Assets	5,552,268	1,680,285	7,232,553
BALANCE - JUNE 30, 2022	7,064,981	2,767,576	9,832,557
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	-	(894,367)	(894,367)
Change in Net Assets	2,738,260	(547,793)	2,190,467
BALANCE - JUNE 30, 2023	$ 9,803,241	$ 2,219,783	$ 12,023,024

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	416,402	485,295	38,862	507,456	1,564,545	203,646	-	203,646	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	$ 2,934,946	$ 5,751,947	$ 4,621,573	$ 20,082,389	$ 61,191	$ -	$ 61,191	$ 20,143,580
Employee Benefits	213,795	1,450,459	619,336	1,176,142	971,553	4,431,285	11,484	-	11,484	4,442,769
Occupancy Costs	112,220	572,325	500,053	45,264	527,111	1,756,973	220,789	-	220,789	1,977,762
Operating Supplies and Expenses	18,645	144,543	74,512	33,588	109,128	380,416	113,957	-	113,957	494,373
Professional Fees	115,882	457,657	1,353,564	-	1,137,011	3,064,114	54,948	-	54,948	3,119,062
Garage and Vehicle Expenses	579,376	2,187	-	-	-	581,563	-	-	-	581,563
Donated Vehicle Expenses	710,400	-	-	-	-	710,400	-	-	-	710,400
Client Support Expenses	447	32,623	245,546	2,902	3,200,923	3,482,441	1,047	-	1,047	3,483,488
Translation Expenses	-	18,157	4,989	-	646,408	669,554	-	-	-	669,554
Repairs and Maintenance	27,565	40,556	91,753	60,301	192,189	412,364	18,904	-	18,904	431,268
Travel Expenses	223,453	200,583	139,486	25,324	245,901	834,727	5,410	-	5,410	840,137
Educational Events and Meetings	1,644	6,755	14,205	2,576	14,494	39,674	1,239	-	1,239	40,913
Management Fees	-	-	-	-	-	-	4,513,788	-	4,513,788	4,513,788
Taxes	-	531,617	231	10,978	-	542,826	-	-	-	542,826
Recruitment Advertising	323	232	1,232	-	181	1,968	-	-	-	1,968
Advertising	-	-	-	-	-	-	216,701	-	216,701	216,701
Licenses and Fees	-	160	2,576	258	1,051	4,045	1,000	-	1,000	5,045
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	5,264,739	-	5,264,739	42,897,722
Depreciation and Amortization	52,408	1,560	75,410	-	1,000	130,378	-	-	-	130,378
Total Functional Expenses	$ 3,061,740	$ 9,322,603	$ 6,108,824	$ 7,157,255	$ 12,112,939	$ 37,763,361	$ 5,264,739	$ -	$ 5,264,739	$ 43,028,100

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED 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	1,368,407	2,531,431
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(97,986)	(106,860)
Net Cash Used by Investing Activities	(97,986)	(106,860)
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	(1,973,376)	(4,779,933)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(702,955)	(2,355,362)
Cash and Cash Equivalents - Beginning of Year	2,025,602	4,380,964
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 1,322,647	$ 2,025,602
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	$ 27,107	$ 39,525
SUPPLEMENTAL DISCLOSURE OF NONCASH FINANCING ACTIVITY		
Forgiveness of Debt and Accrued Interest	$ -	$ 3,553,766

See accompanying Notes to Consolidated Financial Statements.

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.

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.

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.

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.

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.

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.

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.

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.

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:

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

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	$ 8,525,896	$ 7,645,413

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.

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:

Description	2023	2022
Note Payable		
Term note payable to Cambridge Trust Company face amount $380,000, due June 30, 2032, secured by business assets, payable in monthly payments of principal plus interest through maturity, commencing July 29, 2022. Interest rate is fixed at 5.27% annually.	$ 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

NOTE 9 LONG-TERM DEBT (CONTINUED)

Description (Continued)	2023	2022
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	$ 357,609	$ 368,864

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:

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

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.

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	$ 745,794
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:

Year Ending June 30,	Operating	Finance	Totals
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	$ 344,603	$ 102,857	$ 447,460

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:

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

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.

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	$ 2,128,958	$ -	$ -	$ 2,128,958

	2022			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party	$ 2,677,292	$ -	$ -	$ 2,677,292
Total	$ 2,677,292	$ -	$ -	$ 2,677,292

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.

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	$ 9,757,718	$ 9,580,731

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

Department Office	Agreement Number	Agreement Amount	Agreement Period	Agreement Service	Agreement Status	Federal Expenses	State Payments	Agreement Expenses
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		$ -	$ 66,982	$ 70,720

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	$ 1,894,029	$ -
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	1,630,685	-
Subtotal AL# 93.MEDICAID				1,650,330	-
Refugee and Entrant Assistance Wilson/Fish Program	93.583	State of New Hampshire - Office of Health Equity	N/A	52,926	-
Refugee and Entrant Assistance Discretionary Grants	93.576	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 44003084ASCENTRIAA23	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	19,306	-
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	16.575	Massachusetts Office of Victims Assistance	VOCA2021ACSN00000000	134,026	-
Services for Trafficking Victims	16.320	U.S. Department of Justice	2019-VT-BX-0107; 2021-VT-BX-0107	343,000	-
Total Department of Justice				477,026	-
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	950,871	-
Total Department of State				950,871	-
DEPARTMENT OF EDUCATION					
Adult Education - Basic Grants to States	84.002	New Hampshire Department of Education	project #87101	61,180	-
Rehabilitation Services Vocational Rehabilitation Grants to State	84.126	Massachusetts Rehabilitation Commission	SCMRC2007ASCENFY1700	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

CliftonLarsonAllen LLP

Quincy, Massachusetts
February 5, 2024

CliftonLarsonAllen LLP
CLAconnect.com

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

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

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

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	Supplemental Nutrition Assistance Program
93.676	Unaccompanied Alien Children Program
93.576	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

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.

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.

Ascentria CARE ALLIANCE

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	

IRAQ VETERAN, MANAGER OF PEOPLE AND PROCESSES THROUGH CONTINUOUS PROCESS IMPROVEMENT

Strategic leader and manager with track record of positive impact on performance and profitability through leadership of business process improvement and optimization efforts. Respected for helping organizations innovate, thrive, and grow. Strong background as organizational change agent leading cross-functional teams to drive business efficiencies and lead revenue initiatives and create funding models and strategies.

Process improvement professional with nearly 10 years of experience driving complex, multisite operations toward KPIs. Successful grant writer with awards over $6MM.

INTEGRITY FIRST | **SERVICE BEFORE SELF** | **EXCELLENCE IN ALL WE DO**

CORE COMPETENCIES

Business Process Management	Change Management	Online and In-Person Instruction
Continuous Improvement	Strategic Planning	Cross-Functional Team Leadership
Fiscal Compliance	Goal Based KPI Improvement	Internal/External Consulting
Grant Allocation Procedures	Tactical Implementation	Business Process Improvement

TEACHING NARRATIVE

- Instructed two classes of 35 students each for 5 hours, four times each week
- Maintain a class syllabus, assignment log, and additional material helps for the students
- Participate in weekly meetings with faculty to discuss departmental goals and upcoming events
- Built and led asynchronous learning discussions online through Google Classrooms, Moodle and Blackboard
- Plan lectures, assignments, and in-field experiences to collaborate with necessary course curriculum

TEACHING TIMELINE

➢Adjunct Professor – Business and Marketing	Computer systems Institute	Aug 2019 – July 2020
➢Adjunct Professor – Business	Mildred Elley College	Mar 2019 – Current

CAREER NARRATIVE

- Generated $171K in increased annual performance revenue bringing the DC Site its first year over $1MM in revenue
- Significantly enhanced placement rates by 57% and average earnings of participants by 68% in 4 months increasing monthly revenue from $62K to $101K by streamlining caseload work flow and installing tracking systems
- Improved cash flow by creating a new QA team for streamlining documentation recapturing $200K in lost dollars
- Built on-site credential program for Career TEAM's Hartford AJC by managing five sites as training center by developing strategic partnerships through collaborations with training organization and working strategically with employers.
- In Hartford CT – Registered 400+ students into the credential program with 102 graduates exceeding goal by 118%
- Created Curriculum for 4-, 8- and 12-week Career Planning courses at the Associate, Bachelor and Master level for Monroe College, Delta College, Lincoln Tech and General Assembly as well as the Job Developer Training Course

CAREER TIMELINE

➢Business Consultant	Cross Sector consulting	Feb 2020 – Current
➢Consultant and Implementation Specialist	MASSHIRE South Shore Massachusetts	Mar 2019 – Current
➢Non-Profit Executive Director (Part Time)	Blackstone Valley Education Foundation	Jun 2019 – Apr 2020
➢Executive Director MASSHIRE Metro South/West	Career TEAM LLC / MSWETA	Feb 2017 – Apr 2019
➢Program Manager WIOA Compliance	Career TEAM LLC	Feb 2015 – Jun 2018
➢Director of Career Services	Empire Education Corporation	Mar 2013 – Jan 2015
➢Supervisor Multiple Work Stream Operations	JP Morgan & Chase	Dec 2011 – Dec 2012
➢National Sales Manager	Wizard World Conventions	Apr 2011 – Dec 2011
➢Career Service Advisor	The Art Institute	Jan 2010 – Apr 2011
➢Staff Weather Officer	United States Air Force	Nov 2003 – Nov 2009

EDUCATION

M.B.A. Management	MCNY | New York, NY	Apr 2014
A.A. Business Management	Berkeley College | New York, NY	Mar 2013
B.A. Liberal Arts	Thomas Edison State College | Trenton, NJ	Sep 2012
A.A. Applied Sciences and Mathematics	Community College USAF | US Air Force	Aug 2006

INDEPENDENT WORK

• Implementation Consultant	Bounce USA/Australia	Sep 2019 - Current
• WIOA Case Manager Course	Author for Workforce 180^0	May 2019
• Created Job Developer Training Course	Author (http://employerengagementacademy.com)	APR 2016
• Outplacement Contract	Philadelphia Works	Feb 2015

SAMER SALMAN

Professional Experience

Workforce Development Program Manager

- • Responsible for providing effective leadership to program staff and ensuring quality services to the individuals served.
  • Responsible for training programs to ensure all program staff are adequately trained in all internally and externally required areas.
  • Develop program staff including supervising, coaching and mentoring.
  • Interview, hire, orient, supervise and evaluate program staff.
  • Manage program staff remotely as required.
  • Perform a variety of complicated tasks that require decision-making, judgment and confidentiality.

  Partner Relations, Coordination and Community Outreach
  • Prepare local community partners, service providers, and key stakeholders, etc. for the resettlement of refugee populations.
  • Network, develop and maintain relationships with external partners, including funders, service providers, state and national agencies, landlords/vendors, employers, educational institutions, community groups and faith groups
  • Coordinate with partners on mutual clients or mutual interests.
  • Represent Ascentria and SNA externally.
  • Provide and/or promote educational offerings to social service organizations regarding culturally and linguistically appropriate services.
  • Promote the program through community networking and providing presentations; develop and maintain relationships with key stakeholders and partners.

Employment Counselor

May 2019 - November 2022

Career counselors take a person's education level, work history, personality, interests and skills into account and suggest careers that match his or her background and abilities. Their goal is to match people with jobs that will give them the greatest balance of financial payoff and job satisfaction. In addition to helping people who are just entering the workforce, career counselors help people who have lost their jobs, are between jobs, unhappy with their career choices or experiencing other types of job stress.

- Documents and manages case files in accordance with contractual regulations
- Maintain client database and case records, including case notes and filing reports according to program procedures.
- Preparing reports as required
- Assist refugee to live as self-sufficiently as possible and to integrate into the community.
- Deal with refugee clients with respect, dignity and privacy.
- Providing information and referral to external programs.
- Providing translation, interpretations, and transportation to clients as appropriate.

March 2016 – May 2019

Senior Case Manager

Ascentria care Alliance, Services, Services for New Americans Program, Worcester, MA

- Documents and manages case files in accordance with contractual regulations
- Maintain client database and case records, including case notes and filing reports according to program procedures.
- Preparing reports as required.
- Responsible for the continuance of the orientation process, employment plan monitoring and overseeing client's participation in refugee program.
- Assist refugee to live as self-sufficiently as possible and to integrate into the community.
- Deal with refugee clients with respect, dignity and privacy.
- Providing information and referral to external programs.
- Providing translation, interpretations, and transportation to clients as appropriate.

May 2013 - Present **_Case Manager_**

Lutheran Community Services, Services for New Americans Program, Worcester, MA

- Provides core resettlement services to newly arriving refugees
- Responsible for insuring safe and successful transition to new community
- Documents and manages case files in accordance with contractual regulations

02/2012-present **_Department Manager, Electronics_**

Walmart, Worcester, MA

- Managed inventory for department
- Managed staff recruitment, hiring, training, and scheduling
- Consistently schieved sales and other department goals

May 201 – August 2011 **_Case Manager_**

Lutheran Community Services, Services for New Americans Program, Worcester, MA

- Provided core services, including referrals to other social services agencies
- Conducted home visits and assisted clients with emergency situations
- Maintained files and case notes file maintenance

October 2009- February 2011 **_Volunteer – Case Management Assistant_**

Lutheran Community Services, Services for New Americans Program, Worcester, Ma

- Assisted case managers with files
- Provided interpretation and translation services
- Assisted case managers in providing core services to newly arrived refugees

5/2006- 9/2009 **_Software Engineer_**

Dahdal Trading EST., Amman, Jordan

- Import/Export Electronics
- Worked in Microsoft office,vb.net, Foxpro

1997-2005 ***Goldsmith***

ALyaqout Jewelry, Baghdad, Iraq

- Jewelry sales
- Designed and constructed jewelry by hand

Education Almansour University Baghdad, Iraq

Bachelor's degree in information technology and computer engineering.

Additional skills

- Fluent in English and Arabic
- Driver's license
- Income Tax Preparers Training, 2009
- Psychological First Aid Training (Refugee , Asylee , Immigrants) 2013
- Mandated report for child abuse and neglect E learning. 2013
- Worcester Police Civilian Academy May 2017
- Notary Public (Worcester, Massachusetts). 2018

President of the Youth Committee

Mandaean Association in Massachusetts *Worcester, Massachusetts*

07/2010 - 05/2014

- Provide mentoring and assistant to the Mandaean youth committee.
- Develop youth and teenagers skills and hobbies.
- Provide activities and events for the Mandaean committee in Massachusetts.
- Help start fundraising to the Mandaean youth and teenagers.

Shirin Ashoury

[redacted] [redacted]

Professional Profile

Adult Education Program Manager, Coordinator and Professional teacher with 17 years of experience delivering ESL, tutoring, and facilitation multiple classes as a substitute teacher. Passionate to support teachers and help students succeed academically to support opportunities for their future careers.

- Classroom and program 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 2023 – present
Adult Education Program Manager
• Responsible for providing effective leadership to program staff and ensuring quality services to the individuals served. • Responsible for training programs to ensure all program staff are adequately trained in all internally and externally required areas. • Develop program staff including supervising, coaching and mentoring. • Interview, hire, orient, supervise and evaluate program staff. • Manage program staff remotely as required. • Perform a variety of complicated tasks that require decision-making, judgment and confidentiality.

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 ovrall integration

Ascentria Care Alliance — January 2019 – January 2022
ESL Teacher
Teaching ESL to refugees and immigrants

[redacted] Shirin Ashoury [redacted]

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

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

Humayun Sarabi

[redacted]

— 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.

Professional Experience

Program Manager, Catholic Charities of Boston – Boston, MA *(August 2021 - Current)*

- 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.

Educational Background

Master, Public Administration
HARVARD KENNEDY SCHOOL, HARVARD UNIVERSITY, Cambridge, Massachusetts

Master, Humanitarian Action and Human Rights
RUHR UNIVERSITAT, 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

FAHMINA AZADA

[redacted]

EDUCATION

DUNYA UNIVERSITY — **Kabul, Afghanistan**
Master in Business Administration candidate; GPA: 3.3 — 2019-2021
One semester short of completion due to evacuation

KABUL UNIVERSITY — **Kabul, Afghanistan**
Bachelor of Science, Mathematics; GPA: 3.0 — 2012-2015

AMERICAN COUNCILS FOR INTERNATIONAL EDUCATION — **Leazh, Albania**
U.S. English Teaching Program (USET) for Afghan Refugees — 2022

WORK EXPERIENCE

SEVICES FOR NEW AMERICANS/ ASCENTRIA CARE ALLIANCE — **Concord, NH**
Resettlement Navigator — *June 2024-Present*

BEAVER MEADOW ELEMENTARY SCHOOL — **Concord, NH**
Educational Assistant — Nov 2023-June 2024

- Facilitated active participation and improved social skills for 3 students, enabling inclusive learning and allowing the primary teacher to focus on the class.
- Empowered to mentor 20 students in various subjects and social activities, demonstrating adaptable communication skills for effective collaboration.

UNICEF AFGHAN REFUGEE SCHOOL — **Leazh, Albania**
Math Teacher / Assistant Teacher for Special Needs Students / Administrative Staff — Feb 2022-May 2023

- Guided 90 math students over two years, fostering confidence and evaluating new students for optimal class placement based on proficiency and developmental needs.
- Tailored educational programs for Afghan refugees, addressing cultural constraints and facilitating peer-supported learning.

PRESIDENTIAL PROTECTIVE SERVICE, REPUBLIC OF AFGHANISTAN — **Kabul, Afghanistan**
Deputy Manager at Department of Gender Rights — Nov 2016-Aug 2021

- Forged university partnerships to secure scholarships for twenty female government employees pursuing bachelor's and master's degrees, guiding them through registration, testing, coursework, and educational needs to empower advancement into higher-level roles.
- Championed women's rights and workplace equality, implementing policies for equal salary, facilities, transportation, and daycare; enhancing productivity for 72 women at the Presidential palace.

The Asia Foundation — **Kabul Afghanistan**
Admin Staff for Women's Scholarship Program (USAID) — Sept 2016-Dec 2016

- Implemented USAID Women's Scholarship Program in Afghanistan, overseeing 120 students' education and ensuring equitable support, including data entry, communication, and dormitory management.

ADDITIONAL INFORMATION

- Skills: Languages-English (advanced), Dari (native), Pashto (fluent), Urdu (fluent),
- Technical skills-MS Office (Word, Excel, PowerPoint); completed UNICEF teacher training
- Extracurricular: Serve as an activist, mentor and thought leader on Afghan women's rights; tutor grade school students in Dari, math, biology, chemistry.

JULIET E. PRUDEN

[redacted]
Please leave message
E-mail: [redacted]

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

- Fullfilled 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.

Contractor Name
Key Personnel

Refugee Wilson Fish TANF Collaboration

G&C Approval Date through 6/30/25			
Name	Job Title	Annual Salary (12 mos)	Salary Amount Paid from this Contract
Director of Workforce Solutions	Jason Matthews	$73,944..00	$ 2,703.40
Education / ESOL Program Manager	Shirin Ashoury	$64,814.29	$ 1,646.32
Employment Program Manager	Samer Salman	$67,639.00	$ 4,973.28
Resettlement Navigator – Employment Coordinator	Juliet Pruden	$51321.57	$ 19,434.25
Resettlement Navigator	Tahmina Azada	$42,238.00	$ 20,124.00
Business Manager/ Ex Administrative Assistant	Humayun Sabari	$68432.00	$ 1,711.84

7/1/25-9/30/25			
Name	Job Title	Annual Salary (12 mos)	Salary Amount Paid from this Contract
Director of Workforce Solutions	Jason Matthews	$73,944.00	$ 1,378.65
Education / ESOL Program Manager	Shirin Ashoury	$64,814.29	$ 839.54
Employment Program Manager	Samer Salman	$67,639.00	$ 2,536.56
Resettlement Navigator – Employment Coordinator	Juliet Pruden	$51321.57	$ 9,909.90
Resettlement Navigator	Tahmina Azada	$42,238.00	$ 10,264.80
Business Manager/ Ex Administrative Assistant	Humayun Sabari	$68432.00	$ 873.08

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

Subject: Wilson Fish TANF Collaboration SS-2025-OHE-05-WILSO-02

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857.	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 1850 Elm Street Suite 6 Manchester, NH 03104	
1.5 Contractor Phone Number (617) 695-9990	1.6 Account Number TBD	1.7 Completion Date 9/30/2025	1.8 Price Limitation $160,000
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: Jeffrey Thielman FC9947C0F978428... Date: 1/15/2025		1.12 Name and Title of Contractor Signatory Jeffrey Thielman President and CEO	
1.13 State Agency Signature Signed by: Reuben Hampton 4FE2074078364A2... Date: 1/15/2025		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: DocuSigned by: Robyn Guarino 748734844941460... On: 1/16/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS JT
Date 1/15/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JT DS

Date ~~1/15/2025~~

New Hampshire Department of Health and Human Services
Wilson Fish TANF Collaboration

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 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 one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. 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.

Contractor Initials DS JT
Date 1/15/2025

New Hampshire Department of Health and Human Services
Wilson Fish TANF Collaboration

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide enhanced case management and employment services in this agreement to Office of Refugee Resettlement (ORR)-eligible families in New Hampshire who:

1.1.1. Are within the first 36 months of arrival into the United States;

1.1.2. Are a two (2)-parent family (for the purpose of this Agreement defined as "otherwise Temporary Assistance for Needy Families (TANF)-eligible families"); and

1.1.3. Have a child under age 18 years old.

1.2. The Contractor must provide case management and customized economic support services that support families' access to resources to obtain life skills needed to become self-sufficient and achieve sustained social and economic wellbeing, including, but not limited to:

1.2.1. Strengths-based assessments and personal wellness plans directed toward achieving self-sufficiency goals.

1.2.2. Referrals to services for support and barrier removal.

1.2.3. Goal development, coaching and other in-person and tele-conference case management services that increase household efficacy, persistence and success.

1.2.4. Monitoring of progress toward goal achievement.

1.2.5. Coaching sessions that are scheduled and conducted two (2) times per month.

1.3. The Contractor must collaborate with the Department to develop a culturally and linguistically integrated program model. The Contractor must:

1.3.1. Develop partnerships with state and local agencies to share culturally and linguistically appropriate services (CLAS) best practices; and

1.3.2. Develop a minimum of ten (10) new employer relationships and three (3) career pathways for advancement, or as otherwise determined by the Department, in coordination with NH state workforce development agencies and their partners and providers. The Contractor must:

1.3.2.1. Conduct ongoing labor trend research to identify in demand employment opportunities to focus outreach efforts to potential employers;

1.3.2.2. Establish new employer contacts, annually, through

outreach and education which must include making direct phone calls and coordinating meetings with perspective employers;

1.3.2.3. Maintain ongoing relationships with existing employers;

1.3.2.4. Develop partnerships with career pathway training institutes that may include, but are not limited to schools, Colleges and universities; and vocational training organizations/agencies

1.3.2.5. Convene individual and/or group information sessions between potential employers and target population which include site visits and informational sessions conducted at the employer's facility or Contractor's site.

1.4. The Contractor must recruit, screen, enroll and maintain a minimum of ten (10) "otherwise TANF-eligible families" during the life of the contract, in services that include, but are not limited to, goal development, coaching and other wrap-around services that combine daily responsibilities with employment goals to increase self-sufficiency. The Contractor must:

1.4.1. Utilize evidence-based assessment tools, approved by the Department, to prepare service plans for all participants to reach employment goals and self-sufficiency;

1.4.2. Schedule and conduct two (2) coaching sessions per month, with all participants;

1.4.3. Refer participants to appropriate supportive services including, but not limited to:

1.4.3.1. English for Speakers of Other Languages (ESOL) services.

1.4.3.2. Vocational ESOL classes.

1.4.3.3. Mental health services.

1.4.3.4. Social services.

1.4.3.5. Legal services.

1.4.3.6. Digital Literacy Training

1.4.4. Facilitate participant career exploration; pursuit of specific careers; and advancement within chosen career paths by:

1.4.4.1. Conducting a minimum of one (1) career assessment and exploration meeting with all participants.

1.4.4.2. Developing career development plans with participants;

1.4.4.3. Providing facilitation and guidance on the various pathways to career advancement including transitions to postsecondary education and or vocational training, as applicable through referrals, opportunity identification and informal connections ;

1.4.4.4. Providing guidance on pursing specific careers and advancement within chosen career paths; and

1.4.4.5. Providing ongoing employment services to participants including, but not limited to:

1.4.4.5.1. American workplace orientation including information on completing required Internal Revenue Service tax payer forms, federal employment law workplace culture and employer benefits

1.4.4.5.2. Resume writing assistance.

1.4.4.5.3. Interviewing skills training.

1.4.4.5.4. Transportation assistance including, but not limited to, transport to job training opportunities, connecting with potential employers and to job interviews.

1.4.5. Schedule and facilitate job interviews, and

1.4.6. Develop and deliver in-person and tele-conference job readiness trainings.

1.5. The Contractor must provide financial guidance to strengthen families' knowledge of budgeting, savings, credit management loans, and debt by:

1.5.1. Conducting financial literacy assessments for each family;

1.5.2. Delivering financial literacy trainings at times and in venues convenient to families;

1.5.3. Establishing relationships through outreach to build partnerships with local financial institutions in order to promote financial independence; and

1.5.4. Developing short and long-term financial plans with each adult participant.

1.6. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.

1.7. Reporting

1.7.1. The Contractor must submit reports 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, which include, but are not limited to:

1.7.1.1. Total number of enrollments age eighteen or older.

1.7.1.2. Number of Case management participants.

1.7.1.3. Number of job placements, full-time (FT)and part-time (PT).

1.7.1.4. Number of adults participating in job readiness.

1.7.1.5. Number of adults participating in English language training.

1.7.1.6. Number adults participating in digital literacy training.

1.7.1.7. Number adults participating in financial literacy training.

1.7.1.8. Number of adults participants on TANF.

1.7.1.9. Number of adults participants on Refugee Cash Assistance.

1.7.1.10. Number of employment services participants.

1.7.1.11. Average hourly wage (FT and PT).

1.7.1.12. Qualitative information in narrative form such as:

1.7.1.13.1. Individual goals established and achieved;

1.7.1.13.2. Community partnerships formed; and

1.7.1.13.3. Progress of vocational training paths.

1.8.1. The Contractor must enroll a minimum of ten (10) eligible families during the contract period

1.8.2. The Contractor must share programmatic reports and case notes with the Department for review to ensure 100% of participants receive:

1.8.1.1. Assessment and service plan.

1.8.1.2. Job readiness services.

1.8.3.1. Refer participants to English for Speakers of Other Languages (ESOL) services.

1.8.1.4. Digital literacy training.

1.8.1.5. Financial literacy training.

1.8.1.6. Employment services

1.8.4. The Contractor shall achieve 80% successful participant job placement

1.8.5. The Contractor must establish a minimum of ten (10) new employer

relationships and three (3) career pathways for advancement

1.9. Background Checks

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

1.9.1.1. 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;

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

1.9.1.3. 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.

1.10. Confidential Data

1.10.1. 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.

1.10.2. 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.

1.11. Privacy Impact Assessment

1.11.1. 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:

1.11.1.1. How PII is gathered and stored;

1.11.1.2. Who will have access to PII;

1.11.1.3. How PII will be used in the system;

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

1.11.1.5. Privacy practices.

1.11.2. 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.

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

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the 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.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this 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); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the 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).

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public

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

3.5. Eligibility Determinations

3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

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

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

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

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

services.

4.1.4. Medical records on each patient/recipient of services.

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

4.3. If, upon further review, 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
Wilson Fish TANF Collaboration

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, from Wilson Fish TANF Collaboration New Hampshire Equiped to Thrive, as awarded on August 30, 2024, by the DHHS- Administration for Children and Fmailes of ALN 93.583, FAIN 90RW0069.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheets.
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice 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 format as provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment in accordance with Section 3 above.
   4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
   4.5. Is completed, dated and returned to the Department to initiate payment.
   4.6. Is assigned an electronic signature and is emailed to Laura.R.Mcglashan@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar 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 direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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 is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

      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.

   8.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

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, within sixty (60) days.

9. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services

Contractor Name: International Institute of New England, Inc.

Budget Request for: Wilson Fish TANF Collaboration

Budget Period: Upon G&C Approval- 9/30/25

Indirect Cost Rate (if applicable) 30.50%

Line Item	Program Cost - Funded by DHHS - SFY 25 (Upon G&C Approval-6/30/25)	Program Cost - Funded by DHHS - SFY 26 (7/01/25-9/30/25)
1. Salary & Wages	$64,244	$38,546
2. Fringe Benefits	$14,776	$8,866
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Chromebooks and headphones	$2,625	$1,575
5.(d) Supplies - Computers	$1,219	$731
5.(e) Supplies - Phones	$0	$0
6. Travel	$126	$75
7. Interpretation	$0	$0
8. (a)Occupancy	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$82,989	$49,793
Total Indirect Costs	$17,011	$10,207
Subtotals	$100,000	$60,000
		$160,000

Contractor Initials: DS

Date: 1/15/2025

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
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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.

New Hampshire Department of Health and Human Services
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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 (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.

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: MTMCML95GNC9

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

1/15/2025
Date:

DocuSigned by:
Jeffrey Thielman
FC9947C0F270420...
Name: Jeffrey Thielman
Title: President and CEO

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.

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.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 HIPPA 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	International Institute of New England
The State	Name of the Contractor
Signed by: Reuben Hampton 4FE2074078384A2...	DocuSigned by: Jeffrey Thielman FC0047C0F078428...
Signature of Authorized Representative	Signature of Authorized Representative
Reuben Hampton	Jeffrey Thielman
Name of Authorized Representative	Name of Authorized Representative
Director, Office of Health Equity	President and CEO
Title of Authorized Representative	Title of Authorized Representative
1/15/2025	1/15/2025
Date	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 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.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Sam Epee-Bounya, 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, 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 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, 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 was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 1/28/2025 | 1:54 PM PST

Sam Epee-Bounya
Signature of Elected Officer
Name: Sam Epee-Bounya
Title: Board Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2025

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED International Institute of New England, Inc. 2 Bolyston Street 3rd Floor Boston, MA 02116	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Company — 18058 INSURER B: Technology Insurance Company Inc — 42376 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W37482179 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		PHPK2684307	05/05/2024	05/05/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4548880	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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.

State of New Hampshire is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia A Forry

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

AAFCPAs
great minds | great hearts

50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Independent Auditor's Report

To the Board of Directors of
International Institute of New England, Inc.:

Opinion

We have audited the financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation) (the Institute), which comprise the statements of financial position as of September 30, 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.

AAFCPAs, 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.

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	23,546,540	(40,667)	23,505,873	16,746,838	1,458,276	18,205,114
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	21,617,951	-	21,617,951	14,929,031	-	14,929,031
Changes in net assets from operations	1,928,589	(40,667)	1,887,922	1,817,807	1,458,276	3,276,083
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)	1,022,992	-	1,022,992	(1,206,586)	-	(1,206,586)
Changes in net assets	2,951,581	(40,667)	2,910,914	611,221	1,458,276	2,069,497
Net Assets:						
Beginning of year	11,018,731	2,101,771	13,120,502	10,407,510	643,495	11,051,005
End of year	$ 13,970,312	$ 2,061,104	$ 16,031,416	$ 11,018,731	$ 2,101,771	$ 13,120,502

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

	2023	2022
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	(2,054,963)	5,571,387
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	(11,972,075)	(1,413,913)
Net cash used in investing activities	(2,379,656)	(1,184,688)
Net Change in Cash	(4,434,619)	4,386,699
Cash:		
Beginning of year	5,066,794	680,095
End of year	$ 632,175	$ 5,066,794
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain (loss) on investments	$ 770,506	$ (1,394,382)
Property and equipment financed by accounts payable	$ 73,142	$ 21,687

The accompanying notes are an integral part of these statements.

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

The accompanying notes are an integral part of these statements.

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

The accompanying notes are an integral part of these statements.

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:

Statement of Financial Position	As Previously Reported	Effect of Adoption	As Adjusted
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)	$ -

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.

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.

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.

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.

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.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Donated Goods and Services (Continued)

Donated services and goods consisted of the following for the years ended September 30:

	2023	2022
Donated services	$ 302,760	$ 472,565
Donated goods	76,442	258,933
	$ 379,202	$ 731,498

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.

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	1,124,094	830,111
	$ 2,061,104	$ 2,101,771

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	2,504,413	-	-	2,504,413
	$ 9,392,011	$ -	$ -	9,392,011
Limited liability partnerships (see page 15)				2,011,407
Total investments				$ 11,403,418

2022	Level 1	Level 2	Level 3	Total
Money market funds	$ 1,245,785	$ -	$ -	$ 1,245,785
Mutual funds:				
Equities	4,634,759	-	-	4,634,759
Fixed income	690,562	-	-	690,562
Common stock	1,534	-	-	1,534
	$ 6,572,640	$ -	$ -	6,572,640
Limited liability partnership (see page 15)				1,416,564
Total investments				$ 7,989,204

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.

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	374,117
Total	$ 3,454,207

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	27,720
Total operating lease expense	$ 868,157

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	477,391
Total future undiscounted lease payments	2,916,833
Less - present value discount	(249,995)
Present value of lease liability	$ 2,666,838

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:

	2023	2022
Incurring qualifying expenses	$ 2,258,842	$ 3,887,800
Subject to measurable performance barriers	188,240	2,907,015
Total conditional promises to give	$ 2,447,082	$ 6,794,815

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:

	2023	2022
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
	4,928,308	6,805,198
Less - donor restricted cash and contributions receivable	937,010	1,241,660
Total financial assets and liquidity resources available within one year	$ 3,991,298	$ 5,563,538

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.

10. PROPERTY AND EQUIPMENT AND DEPRECIATION

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

	2023	2022
Leasehold improvements	$ 2,751,142	$ 2,586,602
Furniture and equipment	539,795	642,631
	3,290,937	3,229,233
Less - accumulated depreciation	1,904,629	1,688,472
Net property and equipment	$ 1,386,308	$ 1,540,761

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:

	2023	2022
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	30,000	-
	4,894,844	2,381,722
Less - discount	42,206	49,889
Less - current portion	4,216,844	1,671,722
	$ 635,794	$ 660,111

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.

IINE Board

	PROFESSIONAL AFFILIATION
Name	**Professional Affiliation**
Sam Épée-Bounya*	Managing Director, Wellington Management
Zoltan Csimma**	Retired Chief Human Resources Officer and SVP at Genzyme
Richard Golob	CEO of Quantori
Scott FitzGerald	Retired Managing Partner of Fragomen
Tuan Ha-Ngoc**	Retired Pharma Executive
Belinda Juran	Retired Partner, WilmerHale
Avak Kahvejian*	Partner, Flagship Pioneering
Libby May	Senior Vice President, External Relations and Communications, Southern New Hampshire University
Theo Melas-Kyriazi*	Executive Partner, Flagship Pioneering
Ann Merrifield	Retired President & CEO of PathoGenetix
A. Carolina San Martin	Retired Managing Director of Wellington, Director of ESG
Wade Rubinstein	Founder and President of the Bike Connector
Jeffrey Thielman	IINE President & CEO (Ex-Officio)
Fereshtah Thornberg**	State Street Bank Senior Vice President

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

Farhad Noori

SOCIAL SERVICES PROFESSIONAL

OBJECTIVE

Employment in a human services organization where I can facilitate access to needed services for underserved Americans and immigrants.

SKILLS & ABILITIES

Multi-lingual social services professional with experience providing services to clients in a team-based environment. Management and leadership experience in civilian and military settings.

VITALS

WORK EXPERIENCE

INTERNATIONAL INSTITUTE OF NEW ENGLAND, MANCHESTER, NH

02.14.2022 – CONTINUES.

Employment Case Specialist.

Secure employment and transportation for clients. Monitoring Labor Market, Building Community Parter relationships with employers, Providing Post-Employment supports to clients, Support of workforce development interns and volunteers, maintaining weekly case records on all services provided, and providing work orientation to clients ECT.

BLUE OCEAN TRAVEL AND TOURS, KABUL, AFGHANISTAN

2013-2017

Customer service representative,

Assisting customers with tickets and travel arrangements, coordinating office management and finances.

JAMES NASSEH CONSTRUCTION COMPANY, KABUL, AFGHANISTAN

2011- 2013

Responsible for armored vehicle.

Customer service, scheduling, and operations, including delivery, parts purchase, and service for DSCI.Inc at Camp Phoenix. Managed service workshop team. Communications as interpreter for US Army.

APEX GLOBAL SERVICES, KABUL, AFGHANISTAN

2010-2011

Supervisor and purchasing officer.

Fabricating modular housing for international security assistance forces. Customer service, operations, project management, cartography, procurement, office management, logistics and safety officer.

FARHAD NOORI
SOCIAL SERVICES PROFESSIONAL

NEWI SAHAR IT & MANAGEMENT INSTITUTE, KABUL, AFGHANISTAN
2009-2010
Head of English department.
Designed training modules, prepared course materials and other documents to meet the needs of learners and coordinated course delivery.

RANA IT INSTITUTE, KABUL, AFGHANISTAN
2005 - 2008
Instructor in English.

EDUCATION

SLOVAK FLIGHT TRAINING ACADEMY, KOCISE, SLOVAKIA
Military helicopter pilot training, Afghan Air Force.
2020-2021

HABIBIA HIGH SCHOOL, KABUL, AFGHANISTAN
High School Diploma.

LANGUAGES

Dari, Pashto, English, Urdu, Panjabi, Parsian, and Basic Arabic.

COMPUTER PROFICIENCY

MS Windows, Word, Excel, Power Point, Access, Outlook, Social Media, and emails

REFERENCES

Joanna Moody Adikwu

[redacted]

Objective

- To be part of an organization with the goal of servicing, educating, and making meaningful contribution to the overall company goal.

Education

MASTERS | AUGUST 2019 | GRAND CANYON UNIVERSITY

- Sociology emphasis on Education

BACHELORS | DECEMBER 1999 | STATE UNIVERSITY OF NEW YORK AT CORTLAND

- International Studies concentration Asian Studies

Experience

EMPLOYMENT SERVICES CASE SPECIALIST | INTERNATIONAL INSTITUTE OF NEW ENGLAND | APRIL 29, 2024 TO PRESENT

- Assist refugees, and immigrants to prepare for employment in the US. Work assessment, orientation, preparation and placement of new jobs, ongoing coaching with all work-related steps.
- Development and maintenance of agency's relationship with local businesses with short & long-term data tracking.

CLIENT/NUTRITION COUNSELOR | SUNFARE LLC | MARCH 2021 TO APRIL 2024

- Client/Nutrition Counselor for a high-end meal delivery service
- Daily email and phone calls handled different types of situations, emotions and conversations towards weight-loss goals.
- Excellent in communication between the departments of delivery, food and administration.

ACHIEVEMENT COACH | YMCA | NOVEMBER 2020 TO MARCH 2021

- Taught Social and Emotional well-being classes in first grade classrooms.
- Organized lunch and recess
- Trained new monitors for lunch and recess, giving them language and tools to use working with elementary school students.

LUNCH/RECESS MONITOR | HUDSON SCHOOL DISTRICT | OCTOBER 2019 TO NOVEMBER 2020

- Worked as the lunch and recess monitor in Dr. H.O. Smith school.

CENSUS FIELD SUPERVISOR | UNITED STATES CENSUS BUREAU | JULY 2020-SEPTEMBER 2020

- Oversaw a group of enumerators. Trouble-shoot problems on the field with each enumerator.
- Processes time-sheets and schedules of enumerators.

CLIENT/NUTRITION COUNSELOR | SUNFARE LLC | NOVEMBER 2004-JUNE 2019

- Client/Nutrition counselor for a high-end daily meal delivery service. Wearing the many hats of a small business. Customer service team leader.
- Fielded escalated calls, interviewing and training of new employees.
- Daily email and phone calls handled different types of situations, emotions and conversations towards weight-loss goals
- Excellent in communication between the departments of delivery, food and administration.

TEAMS COORDINATOR | FORWARD EDGE INTERNATIONAL | JANUARY 2000 TO OCTOBER 2004

- Teams coordinator and Teams facilitator.
- Taking teens and college students on 1-2 week missions trips around the world.
- Coordinated logistics, travel, menu, work and outreach activities, and nightly debriefings.
- Being the facilitator between the hosts and the visiting teams.
- Help team members adjust to new culture, customs, and countries.

Volunteer

- 2006-Current –Beta Sigma Phi woman's association. Roles include: President, Vice President, Recording Secretary and Corresponding Secretary
- 2006-2007 – Arizona Women's Refugee Center – Tutor ESL, Citizenship Class

Personal and Professional Skills

- Critical Thinking, Problem solving, Oral and Written Communication
- Leadership and Time management
- Presentation Competency
- Computer literate
- Microsoft Word and other Microsoft Office Products
- Research Expertise

Hansen Leroy

[redacted]

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 | SolutioNHealth | 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

Caroline Edwards

[redacted] [redacted]

Education

- **LL.M. in Commercial Law,** University of Birmingham, England (U.K.)
- **LL.D.,** University of Malta (E.U.)
- **Diploma Notary Public** (equivalent to **LL.B.**), University of Malta (E.U.)

Professional Experience

International Institute of New England, Manchester **June 2021-current**

- ESOL Instructor Jan. 2022-current
- Substitute ESOL instructor June 2021- Dec. 2022

Stay-at-Home Parent, Community Volunteer **2006-2021**

Took on numerous leadership roles in the community while I was at home raising my young family. Experiences include, but not limited to:

- **Webmaster,** Londonderry High School, Friends of Music (2020-current)
  Content editor; managed a revamp from GoDaddy WordPress site to complete overhaul to new website via Google Sites.
- **Website Chair,** Matthew Thornton Elementary School PTA, (2011-2019)
  Content editor, managed a revamp from outdated GoDaddy Drupal site to eventual complete overhaul, creating a new website via Weebly.
- **School Newsletter Editor,** Matthew Thornton Elementary School PTA, (2010-2019)
- **Destination Imagination (D.I.) Team Co-Manager:** Londonderry Elementary Schools (2017-2019)
  Conducted and evaluated instant challenge practice sessions, supervising practice session

Estates Manager, Lloyds Private Banking, Birmingham, U.K. **2003-2006**

- Managed large caseload of estate management, handling diverse ranges of complex cases
- Held 2004 record for exceeding office fee income target; managed cases having a capital value in excess of 10 million GBP in one calendar year
- 2005 champion for speed of estate administration, maintaining a high degree of accuracy, dedication, and confidentiality. Lloyds Private Banking is the offshoot of Lloyds Bank plc, a top-three bank in the U.K., handling private wealth clients

Legal Executive & In-House Attorney, Corporate Services Limited, Malta **1996-2000**

- Tax and legal consultancy
- Formation and registration of offshore companies and trusts
- Management and Administration 90 offshore companies and 16 Trusts

Self Employed Civil Law Notary, Malta **1996-2000**

- Drafted and executed all types of public and private **contracts**, deeds, wills, and agreements between private, non-contentious parties

Early Career Part-Time Roles **1991-1996**

- Legal/Secretarial Administrative Assistant, Dr. Henri Vassallo, Malta
- Bank Clerk (Advances and Foreign Departments), Lombard Bank (Malta) Ltd., Malta
- Teacher of English as a Foreign Language, European Center for English Language Studies, Malta

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Critical Skills/Authorizations

- Foreign languages (fluent in English, Italian, and Maltese; working knowledge of French and Spanish)
- Extensive range in Microsoft, Google suites, iOS word-processing/spreadsheets/ presentations/Cloud/websites; experience with managing/creating websites (GoDaddy, Drupal, Weebly, WordPress, Google sites)
- U.S. citizen; full NH Driver's License

Training & Certifications

- **StAR,** Department of Education (NH) - certified, 2022-2023
- **Active Shooter Training,** IINE, Manchester, February 2023
- **Antisocial Language Teaching,** IINE, Manchester, January 2023
- **Burlington English,** Training - online, December *2022*
- **TABE,** Certificate of Training - online, *2022*
- **Canvas,** Getting Started with Canvas - online, *2022*
- **Coursera,** "Diversity and Inclusion in the Workplace" - online, *2021*
- **S.T.E.P.** (Society of Trust and Estate Practitioners) - certified, *2004*
- **Estate Administration Seminar,** Tunbridge Wells, England - participant, *2004*
- **Introduction to Estates,** Abington, England - participant, *2003*
- **Offshore Companies and Tax Havens,** Monte Carlo, Monaco - participant, *1999*

Appointments

- **People Development Champion (2004)** at Lloyds Private Banking
- **Charity Champion (2003 & 2004)** for the local Estates office at Lloyds TSB Private Banking

International Institute Of New England	
Key Personnel	
Budget Period	Upon G&C - 6/30/25 (SFY25)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Andrew Cullen	Career Services Manager	$ 30,109.58	10%	$ 3,094.29
Farhad Noori	Employment Case Specialist	$ 23,811.25	40%	$ 9,524.50
Joanna Adikwu	Employment Case Specialist	$ 22,375.83	40%	$ 8,950.33
Hansen Leroy	Employment Case Specialist	$ 22,375.83	20%	$ 4,475.17
TBH	Career Navigator	$ 22,375.83	100%	$ 22,375.83
To be hired	Part-Time ESOL Instructor	$ 12,621.67	100%	$ 12,621.67
ESOL Instructor	Caroline Edwards	$ 26,862.92	12%	$ 3,201.95

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
Andrew Cullen	Career Services Manager	$ 18,065.75	10%	$ 1,856.58
Farhad Noori	Employment Case Specialist	$ 14,286.75	40%	$ 5,714.70
Joanna Adikwu	Employment Case Specialist	$ 13,425.50	40%	$ 5,370.20
Hansen Leroy	Employment Case Specialist	$ 13,425.50	20%	$ 2,685.10
TBH	Career Navigator	$ 13,425.50	100%	$ 13,425.50
To be hired	Part-Time ESOL Instructor	$ 7,573.00	100%	$ 7,572.90
ESOL Instructor	Caroline Edwards	$ 16,009.75	12%	$ 1,921.17