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

Lori A. Weaver
Commissioner

Reuben T. Hampton
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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May 15, 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 a **Sole Source** amendment to an existing contract with Building Community in New Hampshire (VC#228820), Manchester, NH for to continue to provide critical supports to Office of Refugee Resettlement eligible individuals, by exercising a contract renewal option by increasing the price limitation by \$444,597 from \$246,102 to \$690,699 and by extending the completion date from September 30, 2025 to September 30, 2026, effective July 1, 2025, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 12, 2024, item #7.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, 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 MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is one of four qualified providers that is federally approved by the Office of Refugee Resettlement and has the necessary cultural and linguistic expertise, comprehensive client information, and established client relationship to serve the eligible individuals. The Department will present amendments with the other three federally approved providers as separate requests.

The purpose of this request is to exercise an available renewal option to continue essential employment, health, school and other supportive services, to Office of Refugee Resettlement (ORR) eligible individuals resettled in the State for up to five (5) years from the date of eligibility. Russia-Ukraine war.

The Contractor delivers supportive services, including case management, to individuals from all ORR-eligible populations to promote economic self-sufficiency, enhance well-being, and support successful integration into communities across NH. These services address four key areas: health and behavioral health, employment and economic/social stability, social adjustment and integration, and support for children and youth. The Contractor promotes wellness through health education, care coordination, and wellness groups. To support economic and social

stability, the Contractor provides employment services, job retention support, and opportunities for career advancement that lead to sustainable income and economic mobility. The Contractor facilitates social adjustment and integration by helping individuals build connections with their communities and engage in local social, civic, and economic systems. For children and youth, the Contractor promotes access to child care and provides educational support to help children succeed academically and assist families in navigating the social and cultural transitions of resettlement.

Approximately 300 Office of Refugee Resettlement eligible individuals will be served through September 30, 2026.

The Department will monitor services by reviewing required programmatic reports, performing in-person agency monitoring and conducting file reviews to ensure the Contractor provides all required services.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the three (3) years available.

Should the Governor and Council not authorize this request the Department will be unable to reallocate federal funding to continue to support access to foundational case management and economic support services for Office of Refugee Resettlement eligible individuals which impacts their ability to become self-sufficient and achieve sustained social and economic wellbeing.

Area served: Statewide, with a focus on the Greater Manchester region.

Source of Federal Funds: Assistance Listing Number #93.566 FAIN #2301NHRSSS-06;
FAIN #2301NHRSSS-08; FAIN #2301NHRSSS-09.

Respectfully submitted,



LAW 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 Services: Commissioner's office, Office of the Commissioner, Refugee Services
100% Federal Funds

Building Community in New Hampshire/ Afghan School Support

Vendor # 228820

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Amount
2026	102/500731	Contracts for Program Services	95072312	\$0.00	\$116,295.00	\$116,295.00
2027	102/500731	Contracts for Program Services	95072312	\$0.00	\$29,074.00	\$29,074.00
			Subtotal	\$0.00	\$145,369.00	\$145,369.00

Building Community in New Hampshire/Afghan Social Services

Vendor # 228820

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Amount
2025	102/500731	Contracts for Program Services	95072311	\$108,750.00	\$0.00	\$108,750.00
2026	102/500731	Contracts for Program Services	95072311	\$31,250.00	\$179,784.00	\$211,034.00
2027	102/500731	Contracts for Program Services	95072311	\$0.00	\$44,946.00	\$44,946.00
			Subtotal	\$140,000.00	\$224,730.00	\$364,730.00

Building Community in New Hampshire/Ukraine Social Services

Vendor # 228820

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Amount
2025	102/500731	Contracts for Program Services	95072321	\$79,602.00	\$0.00	\$79,602.00
2026	102/500731	Contracts for Program Services	95072321	\$26,500.00	\$59,598.00	\$86,098.00
2027	102/500731	Contracts for Program Services	95072321	\$0.00	\$14,900.00	\$14,900.00
			Subtotal	\$106,102.00	\$74,498.00	\$180,600.00

Overall Total	\$246,102.00	\$444,597.00	\$690,699.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 12, 2024 (Item #007), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:
September 30, 2026
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$690,699
3. Modify Exhibit C, Payment Terms; Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 100% Federal Funds
 - 1.1.1. 20% Federal Funds, GY2023 Refugee Support Services and Set Asides (Afghan Base), as awarded on July 6, 2023, by the DHHS Administration for Children and Families, ALN # 93.566, FAIN # 2301NHRSSS-06
 - 1.1.2. 33% Federal Funds, GY2023 Refugee Support Services and Set Asides (Afghan Base), as awarded on September 30, 2023, by the DHHS Administration for Children and Families, ALN # 93.566, FAIN # 2301NHRSSS-09
 - 1.1.3. 15% Federal funds, GY2023 Refugee Support Services and Set Aside (Ukraine Base), as awarded on July 6, 2023, by the DHHS Administration for Children and Families, ALN #93.566, FAIN #2301NHRSSS-06.
 - 1.1.4. 11% Federal funds, GY2023 Refugee Support Services and Set Aside (Ukraine Base), as awarded on September 27, 2023, by the DHHS Administration for Children and Families, ALN #93.566, FAIN #2301NHRSSS-08.
 - 1.1.5. 21% Federal funds, GY2023 Refugee Support Services and Set Asides (Afghan School Impact), as awarded on July 6, 2023, by the DHHS Administration for Children and Families, ALN # .93.566, FAIN # 2301NHRSSS-06
4. Modify Exhibit C, Payment Terms, Section 3 to read:
 4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget - Amendment 1 through Exhibit C-3 Budget - Amendment 1.
5. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1 Budget – Amendment #1,

which is attached hereto and incorporated by reference herein.

6. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-3 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/6/2025

Date

Signed by:

Reuben Hampton

Name: Reuben Hampton

Title: Director, Office of Health Equity

Building Community in New Hampshire

DocuSigned by:

Richard Minard

5/6/2025

Date

Name: Richard Minard

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/6/2025

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-1 Budget – Amendment #1

New Hampshire Department of Health and Human Services			
Contractor Name: Building Community in New Hampshire			
Budget Request for: Targeted Refugee Services (Afghan)			
Budget Period: July 1, 2024 to September 30, 2026			
Indirect Cost Rate (if applicable) 21.8% (federally approved rate)			
Line Item	SFY: 25 (July 1, 2024 - June 30, 2025)	SFY: 26 (July 1, 2025 - June 30, 2026)	SFY: 27 (July 1, 2026 - September 30, 2026)
1. Salary & Wages	\$67,543	\$140,032	\$30,900
2. Fringe Benefits	\$10,131	\$21,005	\$4,635
3. Consultants	\$1	\$100	\$100
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$1	\$0	\$0
5.(a) Supplies - Educational	\$4,056	\$6,000	\$0
5.(b) Supplies - Lab	\$1	\$0	\$0
5.(c) Supplies - Pharmacy	\$1	\$0	\$0
5.(d) Supplies - Medical	\$1	\$0	\$0
5.(e) Supplies - Office	\$1,500	\$0	\$0
6. Travel	\$5,026	\$6,126	\$1,267
7. Software	\$1	\$0	\$0
8. (a) Other - Marketing/Communications	\$1	\$0	\$0
8. (b) Other - Education and Training	\$1,000	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Other materials for sewing classes	\$22	\$0	\$0
Other (housing support)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$1	\$0	\$0
Total Direct Costs	\$89,286	\$173,263	\$36,902
Total Indirect Costs	\$19,464	\$37,771	\$8,045
Subtotals	\$108,750	\$211,034	\$44,946
		TOTAL	\$364,730

OS
RM

Contractor Initials:

Date: 5/6/2025

New Hampshire Department of Health and Human Services			
Contractor Name: Building Community in New Hampshire			
Budget Request for: Targeted Refugee Services			
Budget Period: October 1, 2024 to September 30, 2026			
Indirect Cost Rate (if applicable): 21.8% (federally approved rate)			
Line Item	SFY 25 (October 1, 2024 to June 30, 2025)	SFY 26 (July 1, 2025 to June 30, 2026)	SFY 27 (July 1, 2026 to September 30, 2026)
1. Salary & Wages	\$53,621	\$59,408	\$9,540
2. Fringe Benefits	\$8,043	\$8,911	\$1,431
3. Consultants	\$0	\$100	\$100
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	\$0
5.(a) Supplies - Educational	\$1	\$0	\$0
5.(b) Supplies - Lab	\$1	\$0	\$0
5.(c) Supplies - Pharmacy	\$1	\$0	\$0
5.(d) Supplies - Medical	\$1	\$0	\$0
5.(e) Supplies - Office	\$1	\$0	\$0
6. Travel	\$3,271	\$2,269	\$1,162
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$415	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Other (immigration legal services)	\$0	\$0	\$0
Other (housing supports)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$65,355	\$70,688	\$12,233
Total Indirect Costs	\$14,247	\$15,410	\$2,667
Subtotals	\$79,602	\$86,098	\$14,900
TOTAL	\$79,602	\$86,098	\$14,900

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RM

Contractor Initials:

Date: 5/6/2025

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services		
Contractor Name: Building Community in New Hampshire		
Budget Request for: Targeted Refugee Services		
Budget Period: July 1, 2025 to September 30, 2026		
Indirect Cost Rate (if applicable): 21.8% (federally approved rate)		
Line Item	SFY 26 (July 1, 2025 to June 30, 2026)	SFY 27 (July 1, 2026 to September 30, 2026)
1. Salary & Wages	\$77,164	\$19,836
2. Fringe Benefits	\$11,575	\$2,975
3. Consultants	\$100	\$100
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	\$6,000	\$400
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$0	\$0
6. Travel	\$641	\$559
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)	\$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	\$95,480	\$23,870
Total Indirect Costs	\$20,815	\$5,204
Subtotals	\$116,295	\$29,074
TOTAL	\$	145,369

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RM

Contractor Initials: RM
Date: 5/6/2025

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

Business ID: 660551

Certificate Number: 0006773080



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

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

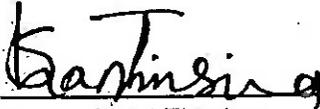
David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

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

1. I am the Chair of the Board of Directors of Building Community in New Hampshire.
2. That the Executive Director of BCNH is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate, and Richard A. Minard, Jr. is the duly appointed Executive Director of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company, and that this authorization was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this certificate.
4. I further certify that the following is a true vote taken at a meeting of the Board of Directors, duly called and held on April 26, 2025, at which a quorum of the directors were present and voting.

VOTED: That Richard A. Minard, Jr. is duly authorized to enter into contracts or agreements on behalf of the Building Community in New Hampshire with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote.



Name: Dhan Timsina

Title: Chair, Board of Directors

Company Name: Building Community in New Hampshire

Date: April 26, 2025

Mission Statement: Building Community in New Hampshire

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

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

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INDEPENDENT ACCOUNTANT'S AUDIT REPORT

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

Opinion

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

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

Basis for Opinion

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

Management's Responsibility for the Financial Statements

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

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

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

Auditor's Responsibility

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

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

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

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

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

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

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

Ernest L. Tomkiewicz CPA

Ernest L Tomkiewicz CPA PLLC

Concord, NH

March 25, 2024

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

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

See accompanying notes and independent accountant's audit report

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

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

See accompanying notes and independent accountant's audit report

BUILDING COMMUNITY IN NEW HAMPSHIRE

Statement of Cash Flows

For the Year Ended December 31, 2023

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

Interest Paid \$ -
Taxes Paid \$ -

See accompanying notes and independent accountant's audit report

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

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

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

NOTE A – THE ORGANIZATION

Nature of operations

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

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

Revenue

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

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

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

Net assets without donor restrictions

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

Net assets with donor restrictions

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

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

Measure of Operations

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

Cash and cash equivalents

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

Use of Estimates

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

Advertising Costs

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

Capitalization Policy

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

Depreciation and Amortization

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

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

Concentrations of Credit Risk

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

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

Contributions Receivable

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

As of December 31, 2023, the Organization has \$160,000 in contributions receivable from three separate donors.

Revenue Recognition

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

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

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

In Kind Donations

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

Functional Expenses

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

The expenses that are allocated include the following:

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

Income Taxes

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

Leases

The Organization follows FASB ASU No. 2017-02, "Leases (Topic 842)," which requires organizations that lease assets, referred to as "lessees," to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases with lease terms of more than 12 months. ASU 2017-02 will also require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases and will include qualitative and quantitative requirements. As of December 31, 2023, the Organization holds a lease asset and corresponding lease liability in the amount of \$23,974 for a long-term lease it holds.

Presentation

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

NOTE C - AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets for the year ended December 31, 2023:

	2023
Cash	\$174,280

For the year ended December 31, 2023, the Organization reports working capital in the amount of \$204,712. The average days cash on hand for the year ended December 31, 2023, is 157 days.

NOTE D - NET ASSETS

For the year ended December 31, 2023, the Organization reports \$44,710 in net assets without donor restrictions and \$160,000 in net assets with donor restrictions. Restrictions on net assets pertain to the use of the funds for various program expenses.

NOTE E – RISK MANAGEMENT AND UNCERTAINTY

General

Business and operations are sensitive to general business and economic conditions in the United States. A host of factors beyond the Organization's control could cause fluctuations in these conditions. Adverse conditions may include recession, downturn or otherwise, changes in regulations or restrictions, or competition. These adverse conditions could affect the Organization's financial condition and the results of its operations. As of December 31, 2023, the Organization is operating as a going concern.

Insurance

The Organization is exposed to various risks of loss related to tort, theft of, damage to and destruction of assets, errors and omissions, and job-related illness or injuries to employees for which it carries commercial insurance to cover the risk of loss for both property and business liability. There are no known claims of incidents that may result in the assumption of material claims arising from potential losses as of December 31, 2023.

Cash

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

NOTE F – BOARD DESIGNATION

During 2023, the board voted unanimously to create a board-restricted class, Services Without Grant, to cover case-management services for clients who are not eligible for other grant-supported services (e.g., refugees who have been in the US for more than five years). The initial funding for the account will be \$25,000 drawn from our unrestricted general operating funds. Staff may add additional unrestricted funds to the class as they are needed.

NOTE G - DATE OF MANAGEMENT'S REVIEW

In preparing the financial statements, The Organization has evaluated events and transactions for potential recognition or disclosure through March 25, 2024, the date that the financial statements were available to be issued.

Board of Directors: Building Community in New Hampshire

Dhan Timsina, Chair

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

Ben Morrow, Treasurer

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

Lindsay Allsop

Lindsay brings to BCNH expertise in measuring the impact of social service programs. As the Data and Organizational Performance Manager at the New Hampshire Children's Trust, Lindsay manages a statewide database and supports Family Resource Center staff across NH. Prior to joining NHCT, Lindsay coordinated communications and marketing initiatives at the UNH Institute on Disability and worked in marketing and product development departments at Wayfair in Boston and Sydney, Australia. Lindsay grew up in Concord, where she now lives with her husband, graduated from Bates College, and earned a Master of Business Administration degree from the Paul College of Business and Economics at UNH. She was elected to the BCNH Board in October 2023.

Blaise Nganyi Imbembe

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

Nira Kandel

Nira is a public health specialist at the Manchester Department of Health. She also works as a special investigator for the U.S. Department of State's Bureau of Diplomatic Security. Originally from Nepal, Nira was educated in Nepal, earning a master's degree in rural development and a law degree. She moved to Manchester in 2021 with her husband and daughter after postings in Nepal, Indonesia, and Egypt. Nira is currently enrolled in a year-long

training program at UNH's Institute on Disabilities to provide enhanced care coordination to children, youth, and their caregivers whose parents are impacted by opioid-use disorders and other substance-use disorders.

David Kirkpatrick, Vice Chair

Dave Kirkpatrick started his career as a reporter at the Montana Standard after earning a BA in Journalism at the University of Montana in Missoula and worked for many years as a writer and editor. In 2013, he earned credentials as teacher of English to speakers of other languages and worked at Concord High School and NH Technical Institute with New Americans, including three people who would become case managers at BCNH and a fourth who would become a member of the Board. Dave has most recently served as a kitchen manager at the Friendly Kitchen in Concord and has volunteered at Upreach Therapeutic Equestrian Center and the Concord Coalition to End Homelessness. He was elected to the Board in December 2022. Dave lives in Concord with his wife and daughter.

Komba Lamina

Komba Lamina came to the United States as a child and as a refugee from Sierra Leone. He is a development professional and lives in Nashua. He was elected to the board in March 2025.

Dorsa Razi

Dorsa Razi immigrated to the United States from Iran in 2017. She had earned an associates' degree in Mechanical Engineering from the University of Tehran, learned English at New Hampshire Technical Institute in Concord, and earned a Bachelor of Science in Architecture at Keene State College in 2022. She now works as an architectural designer at Warrenstreet Architects in Concord. Dorsa lives in Concord with her husband. She was elected to the Board in October 2023.

Lena Neruk

Lena Neruk earned her first law degree at Odessa State University in Ukraine in 2000, and she practiced law in the Odessa region for the next 16 years. After immigrating to the United States in 2016, she earned a Certificate in Paralegal Studies from Boston University in 2017 and an LLM degree from Suffolk University School of Law in Boston in 2021. She is currently a paralegal at Bernstein, Shur, Sawyer & Nelson, P.A. in Manchester. Lena started her volunteer work in Odessa in 1998 in support of UNICEF. In 2022, she was a cofounder of Dobro New England, a nonprofit organization that sends humanitarian aid back to Ukraine. Lena lives in Londonderry with her husband. She speaks Ukrainian, Russian, and English. She was elected to the Board in August 2024.

Bianca Gentil, Ph.D.

Bianca L. Gentil is an anthropologist and policy expert deeply committed to fostering community resilience, empowerment, and data-based policy solutions. Growing up between Brazil, Peru, and the United States, Bianca developed a unique global perspective and a passion for bridging cultural divides. Her experiences navigating several distinct cultural landscapes inspired her career, which centers on connecting communities to resources and opportunities that

enable safe, prosperous, and connected lives. She lives in Manchester and was elected to the Board in November 2024.

Mohammad Anis Arifi

Anis Arifi left Kabul, Afghanistan, in 2021 to finish his Ph.D. in geology in India. He had earned his master's degree in geology and mining from the University of Kabul Polytechnic in 2017 and then worked as head of technical analysis for the housing department within the Afghan Ministry of Urban Development and Land. He moved his family to Concord in 2022 and is now working as a groundwater geologist for a firm in Meredith. He was elected to the Board in December 2024.

Updated: March 2025

RICHARD A MINARD JR.

EXPERIENCE

2018-PRESENT

EXECUTIVE DIRECTOR, BUILDING COMMUNITY IN NEW HAMPSHIRE

2017-2021

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

2015-2017

DEPUTY DIRECTOR, NH OFFICE OF ENERGY AND PLANNING

2009-2014

VICE PRESIDENT FOR POLICY, NH COMMUNITY LOAN FUND

2006-2008

PRESIDENT AND CEO, NH AUDUBON

2005-2006

EXECUTIVE DIRECTOR, HARVARD UNIVERSITY CENTER FOR THE ENVIRONMENT

2000-2005

CO-EXECUTIVE DIRECTOR, NH CENTER FOR PUBLIC POLICY STUDIES

1994-2000

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

1991-1994

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

1989-1991

COMPARATIVE RISK PROJECT MANAGER, VERMONT AGENCY OF NATURAL RESOURCES

1986-1989

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

1980-1986

EDITORIAL PAGE EDITOR, VALLEY NEWS

1980

ASSISTANT PRESS SECRETARY, U.S. SENATOR JOHN DURKIN

1978-1980

REPORTER, THE KEENE SENTINEL

EDUCATION

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

Master of Public Administration, emphasis on environmental management and economics

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

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

Senior State and Local Executives Program, 1986

University College, Cardiff, Wales, 1977-1978

Rotary International Fellow at the Centre for Journalism Studies

Harvard College, Cambridge, MA, 1973-1977

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

Center for Whole Communities, Fayston, VT, June 2009

New Hampshire Climate and Energy Leadership Program

Leadership New Hampshire, Manchester, NH, 2002

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

Vijay Bhujel

WORK EXPERIENCE

- Building Community in New Hampshire, Deputy Director** May 2023 to present

- Ascentria Care Alliance**
 - Resettlement and Integration Coordinator 2021 to 2023
 - Health Case Manager 2016 to 2023
 - Community Health Worker 2017 to 2018
 - Bicultural Coordinator 2013 to 2016

- Community Bridges of NH**
 - Direct Support Provider 2013 to present

- Wal-Mart Supercenter Concord, NH**
 - Inventory Associate 2013

- Concord School District**
 - Substitute Teacher 2013 to 2015

- Reliance English School - Morang, Nepal**
 - Mathematics and Sciences Teacher 2007 to 2012

- The Spangle High School - Kathmandu, Nepal**
 - Mathematics and Sciences Teacher 2004 to 2007

- Panchaoti English School - Jhapa, Nepal**
 - Community School Teacher 1999 to 2004

- Bhutanese Community of New Hampshire**
 - Board of Directors (Two Terms) 2012 to 2016

Language skills: English, Nepali, Hindi and Dzongkha

EDUCATION

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

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: Building Community in New Hampshire

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Richard A. Minard, Jr.	Executive Director	\$4,140.00	\$93,600.00
Vijay Bhujel	Deputy Director	\$40,508.00	\$79,040.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC
7



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

Lori A. Weaver
Commissioner

Reuben T. Hampton
Director

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

May 28, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Health Equity, to enter into a Sole Source contract with Building Community in New Hampshire (VC#228820), Manchester, NH, in the amount of \$246,102 to provide targeted refugee services to Office of Refugee Resettlement eligible Afghans and Ukrainians, with the option to renew for up to three (3) additional years, effective July 1, 2024, upon Governor and Council approval through September 30, 2025. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 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.

05-095-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102/500731	Contract for Prog Svc	95072311	\$108,750
2026	102/500731	Contract for Prog Svc	95072311	\$31,250
			Subtotal	\$140,000

05-095-095-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102/500731	Contract for Prog Svc	95072321	\$79,602
2026	102/500731	Contract for Prog Svc	95072321	\$26,500

			Subtotal	\$106,102
			Total	\$246,102

EXPLANATION

This request is **Sole Source** because the Contractor is one of four qualified providers that is federally approved by the Office of Refugee Resettlement and has the necessary cultural and linguistic expertise, comprehensive client information, and established client relationships to serve the eligible individuals. The Department will present contracts with the other three federally-approved providers as separate requests.

The purpose of this request is to provide health-related and supportive services to Office of Refugee Resettlement eligible Afghans resettled through Operation Allies Welcome, through the US Department of Homeland Security and eligible Ukrainian Humanitarian Parolees displaced from the Russia-Ukraine War. The Contractor will provide the following services:

- Ukrainian Support Services - provides support services including employment assistance, case management, skills training, English as a second language, assistance in applying for Employment Authorization Documents, housing and food assistance.
- Afghan Support Services - provides support services including employment assistance, case management, skills training, English as a second language, assistance in applying for Employment Authorization Documents, housing and food assistance, and academic and social integration support for newly arrived Afghan students, and bilingual, bicultural delivery of school orientation for the parents.

Approximately 350 Office of Refugee Resettlement eligible Individuals will be served annually.

The Department will monitor services by reviewing regular reports and performing in-person agency monitoring and file reviews to ensure the Contractor provide all required services.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

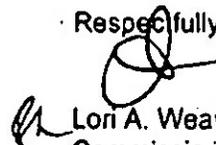
Should the Governor and Council not authorize this request Office of Refugee Resettlement eligible Afghan and Ukrainian individuals resettled may not have access to foundational case management and economic support services that impact their ability to become self sufficient and achieve sustained social and economic wellbeing.

Area served: Statewide, with a focus on the Greater Manchester region.

Source of Federal Funds: Assistance Listing Number #93.566, FAIN # 2301NHRSSS-06

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

Subject: SS-2025-OHE-04-TARGE-01 (Targeted Refugee Services)

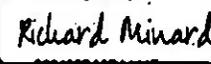
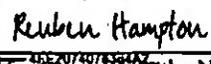
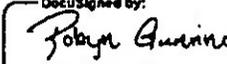
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Building Community in New Hampshire		1.4 Contractor Address 1045 Elm Street Ste 202 Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-9620	1.6 Account Unit and Class TBD	1.7 Completion Date September 30, 2025	1.8 Price Limitation \$246,102
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: 	5/13/2024 Date:	1.12 Name and Title of Contractor Signatory Richard Minard Executive Director	
1.13 State Agency Signature DocuSigned by: 	5/13/2024 Date:	1.14 Name and Title of State Agency Signatory Reuben Hampton Director, Office of Health Equity	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/15/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

DS

 Contractor Initials
RM
 5/13/2024

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES:

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 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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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Targeted Refugee Services to Office of Refugee Resettlement (ORR)-eligible individuals in this Agreement as follows:

1.1.1. Ukrainian Support Services.

1.1.2. Afghan Support Services.

1.2. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

1.3. For the purposes of this Agreement, all references to business hours means Monday through Friday from 8am to 4pm.

1.4. Ukrainian Support Services (Effective October 1, 2024)

1.4.1. The Contractor must provide case management; supportive services related to health as needed; and employment support services, statewide, in this Agreement for ORR-eligible Ukrainians, as described in Section 1.4.2.

1.4.2. Pursuant to ORR, the Contractor must ensure individuals receiving services meet the following eligibility criteria:

1.4.2.1. Ukrainian Humanitarian Parolees (UHPs), who are citizens or nationals of Ukraine, who the Department of Homeland Security (DHS) has paroled into the United States within the timeframes determined by and in accordance with U.S. laws and regulations and/or as directed by the Department, due to urgent humanitarian reasons or for significant public benefit; or

1.4.2.2. Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States within the timeframes determined by and in accordance with U.S. laws and regulations and/or as directed by the Department, due to urgent humanitarian reasons or for significant public benefit; or

1.4.2.3. A spouse or child of an individual in Section 1.4.2.1. or 1.4.2.2. who is paroled into the United States within the timeframes determined by and in accordance with U.S. laws and regulations and/or as directed by the Department; or

1.4.2.4. A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in Section 1.4.2.1. or 1.4.2.2. who is paroled into the United States within the timeframes determined by and

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in accordance with U.S. laws and regulations and/or as directed by the Department.

1.4.3. Case Management Services

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

1.4.3.1.1. Assisting with housing-related issues.

1.4.3.1.2. Providing reasonable and necessary financial support for emergency short-term and long-term housing that is paid directly to the landlords by the Contractor, when sponsorships are no longer viable or as needed, after consulting with the Department.

1.4.3.1.3. Providing necessary food assistance.

1.4.3.1.4. Referring individuals to medical, mental health, and dental care services and other Social Determinants of Health support services, as appropriate.

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

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

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

1.4.3.1.8. Assisting individuals with transportation needs, as needed, including direct payment for transportation such as fares and the leasing of vehicles by the Contractor for the purpose of transporting individuals to initial employment and other appointments.

1.4.3.1.9. Providing general cultural orientation about the U.S., with topics submitted to the Department for approval within ten (10) days of the contract effective.

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1.4.3.1.10. Providing orientation for parents and students to American school systems, as needed.

1.4.4. Coordination Related to the Domestic Medical Exam

1.4.4.1. The Contractor must explain the purpose and benefits of the Domestic Medical Examination (DME) to ensure each individual understands:

1.4.4.1.1. The reason for each examination component; and

1.4.4.1.2. The assistance to be provided throughout the process.

1.4.4.2. The Contractor must provide coordination related to the DME to interested individuals, including, but not limited to:

1.4.4.2.1. Providing all available medical records for each individual, in a timely manner, to the health provider performing the DME prior to the initial scheduled appointment(s).

1.4.4.2.2. Scheduling DMEs within 90 days of the individual's ORR determined service eligibility date for 100% of those individuals who desire coordination related to the DME.

1.4.4.2.3. Scheduling all appointments that are in support of a comprehensive DME, including, but not limited to:

1.4.4.2.3.1. Laboratory work.

1.4.4.2.3.2. TB testing.

1.4.4.2.3.3. Screenings for:

1.4.4.2.3.3.1. Lead;

1.4.4.2.3.3.2. Mental health; and

1.4.4.2.3.3.3. Other screenings as applicable.

1.4.4.2.3.4. Immunizations.

1.4.4.2.3.5. Physical examinations.

1.4.4.2.4. Ensuring access to, coordinating referrals for and scheduling any other needed follow-up care including, but not limited to:

1.4.4.2.4.1. Specialty healthcare.

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- 1.4.4.2.4.2. Mental health services.
- 1.4.4.2.4.3. Dental services.
- 1.4.4.2.4.4. Emergency care.
- 1.4.4.2.5. Ensuring prescription medications are picked up and that dosage instructions are understood by the individual.
- 1.4.4.2.6. Working with providers to ensure they understand and address the communication access needs of the individuals.
 - 1.4.4.2.6.1. If providers do not provide communication access, the Contractor must notify the Managed Care Organization and/or Medicaid, as appropriate, and the Department within 24 hours.
- 1.4.4.2.7. Ensuring transportation is provided to each DME and any follow-up appointment according to the following prioritization:
 - 1.4.4.2.7.1. Contractor-provided transportation;
 - 1.4.4.2.7.2. Arranging volunteer-provided transportation; and
 - 1.4.4.2.7.3. Arranging Medicaid transportation as a last resort.
- 1.4.5. Health Promotion Services
 - 1.4.5.1. The Contractor must provide navigation and support services and activities that promote the health and wellness of ORR-eligible Ukrainians, as needed, who are within their first five (5) years of eligibility, including, but not limited to:
 - 1.4.5.1.1. Providing navigation and support services for medical, mental health, and dental care services, and building capacity within communities to address mental health needs.
 - 1.4.5.1.2. Providing targeted individual health outreach and home visiting.

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- 1.4.5.1.3. Providing opportunities to increase health literacy through expanded health orientation and group health education.
- 1.4.5.1.4. Creating opportunities for social engagement to reduce isolation, including, but not limited to organizing wellness groups.
- 1.4.5.1.5. Providing health provider training and education.

1.4.5.2. Navigation and Support Services for Medical, Mental Health, and Dental Care Services

1.4.5.2.1. The Contractor must provide navigation and support services to increase access to and reduce gaps in services related to medical, mental health, and dental care services for Ukrainian individuals, as needed, to ensure they are able to access and navigate complex health care systems, including, but not limited to:

1.4.5.2.1.1. Scheduling and coordinating medical and mental health appointments.

1.4.5.2.1.2. Assisting individuals with connecting to dental care by scheduling an initial appointment as soon as possible after arrival, including locating a primary dental care provider and/or a mobile clinic.

1.4.5.2.1.3. Accompanying individuals to medical, mental health and dental care appointments, as time permits.

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

1.4.5.2.1.5. Assisting individuals to obtain appropriate health insurance.

1.4.5.2.2. The Contractor must work with the Managed Care Organizations and the designated Medicaid Dental Plan Administrator to identify appropriate medical, mental health, and dental

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care providers in order to mitigate gaps in service.

1.4.5.2.3. If providing navigation and support services, the Contractor must:

1.4.5.2.3.1. Work with providers to ensure they understand, and address the communication access needs of the individuals.

1.4.5.2.3.1.1. If providers do not provide communication access, the Contractor must notify the Managed Care Organization and/or Medicaid, as appropriate, and the Department within 24 hours; and

1.4.5.2.3.2. Develop a plan of care for each individual receiving medical, mental health, and/or dental care navigation and support services that includes:

1.4.5.2.3.2.1. A brief summary of the individual's health navigation and support needs;

1.4.5.2.3.2.2. Clearly defined referrals to appropriate healthcare and/or insurance to sufficiently address the health needs of the individual being served; and

1.4.5.2.3.2.3. The identification of two (2) priority wellness goals.

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1.4.5.3. Targeted Individual Health Outreach

1.4.5.3.1. The Contractor must provide solely, or in collaboration with other organizations, individual targeted health outreach, as needed. If providing targeted individual health outreach, the Contractor must:

1.4.5.3.1.1. Identify topics of concern for Ukrainians and prioritize topics that are most urgent or relevant on an ongoing basis;

1.4.5.3.1.2. Ensure the targeted individual health outreach includes, but is not limited to resources such as translated written and/or audio/video materials which may include, but are not limited to:

1.4.5.3.1.2.1. Vaccine education.

1.4.5.3.1.2.2. Tuberculosis risks reduction.

1.4.5.3.1.2.3. Emotional wellness; and

1.4.5.3.1.3. Assist the Department's Tuberculosis Program with their outreach efforts to the Ukrainian community.

1.4.5.4. Expanded Health Orientation

1.4.5.4.1. The Contractor must conduct an expanded health orientation that is tailored to the specific needs of individuals, as needed, which may include the following topics:

1.4.5.4.1.1. Navigating the U.S. health care system;

1.4.5.4.1.2. Health insurance, including Refugee Medical Assistance, expanded Medicaid, the Marketplace, and employer-based insurance;

1.4.5.4.1.3. Privacy and consent laws;

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- 1.4.5.4.1.4. The right to language assistance in health care settings and the role of interpreters;
- 1.4.5.4.1.5. Transportation options for medical appointments including, but not limited to:
 - 1.4.5.4.1.5.1. Public transportation training.
 - 1.4.5.4.1.5.2. Arranging Medicaid transportation;
- 1.4.5.4.1.6. Understanding the different types of health care providers including, but not limited to:
 - 1.4.5.4.1.6.1. Primary care providers.
 - 1.4.5.4.1.6.2. Specialists.
 - 1.4.5.4.1.6.3. Pharmacists;
- 1.4.5.4.1.7. Understanding the different types of health care and when, where and how to access each type including, but not limited to:
 - 1.4.5.4.1.7.1. Preventative.
 - 1.4.5.4.1.7.2. Urgent.
 - 1.4.5.4.1.7.3. Emergency;
- 1.4.5.4.1.8. Understanding the availability of mental/behavioral health services, including, but not limited to treatment for substance use disorders, and when, where and how to access services;
- 1.4.5.4.1.9. Scheduling, keeping and cancelling appointments;
- 1.4.5.4.1.10. What to bring to appointments; and
- 1.4.5.4.1.11. Medication, including, but not limited to:

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- 1.4.5.4.1.11.1. The difference between prescribed medication and over-the-counter (OTT) medication.
- 1.4.5.4.1.11.2. Refills.
- 1.4.5.4.1.11.3. Dosage instructions.
- 1.4.5.4.1.11.4. Side effects.
- 1.4.5.4.2. The Contractor must administer pre- and post-assessments to all participants to determine if participants increased their knowledge of the U.S. health care system by participating in an expanded health orientation.
- 1.4.5.4.3. The Contractor must maintain documentation of individuals who have received an expanded health orientation, including, but not limited to:
 - 1.4.5.4.3.1. The names of individuals who participate in an expanded health orientation.
 - 1.4.5.4.3.2. The topic(s) of orientation completed by each participant.
 - 1.4.5.4.3.3. The results of the pre- and post-assessments.
- 1.4.5.4.4. The Contractor must share orientation materials with the Department upon request.
- 1.4.5.5. Health Education
 - 1.4.5.5.1. The Contractor must provide health education, consisting of individual targeted health outreach and/or group health education session(s), as needed, solely or in collaboration with other organizations. If providing health education, the Contractor must:
 - 1.4.5.5.1.1. Provide group health education sessions;
 - 1.4.5.5.1.2. Identify topics of concern and prioritize topics that are most

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urgent or relevant on an ongoing basis;

1.4.5.5.1.3. Coordinate and schedule outside organizations and presenters to provide group health education sessions on topics within their area(s) of expertise, which may include the topics identified in Section 1.4.5.5.1.5. below;

1.4.5.5.1.4. Notify individuals of class schedules; and

1.4.5.5.1.5. Ensure health education sessions include relevant topics including, but not limited to:

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

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

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

1.4.5.5.1.5.4. Men's health.

1.4.5.5.1.5.5. Emotional wellness.

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

1.4.5.5.1.5.7. Oral health and hygiene.

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- 1.4.5.5.1.5.8. Vision health.
- 1.4.5.5.1.5.9. Nutrition and benefits of exercise.
- 1.4.5.5.1.5.10. Human Immunodeficiency Virus (HIV).
- 1.4.5.5.1.5.11. Tuberculosis risk reduction.
- 1.4.5.5.1.5.12. Fire safety.

1.4.5.5.2. The Contractor must administer and document pre- and post-assessments to all participants to determine if participants increased their knowledge of health education topics as a result of participating in individual/group health education.

1.4.5.6. Wellness Groups

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

1.4.5.6.1.1. Promote wellness among the target population;

1.4.5.6.1.2. Reduce isolation; and

1.4.5.6.1.3. Prevent suicide.

1.4.5.6.2. If conducting wellness groups, the Contractor must facilitate a minimum of two (2) culturally and linguistically appropriate wellness groups each Contract year, utilizing an evidence-based curriculum and/or promising practice methods that may include, but are not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

1.4.5.6.3. The Contractor must administer and document pre- and post-assessments to participants to determine if participants increased well-being as a result of participating in a wellness group.

1.4.5.7. Healthcare Provider Education

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1.4.5.7.1. The Contractor must attend monthly meetings with the DME providers for the purpose of coordinating ongoing primary and/or specialty care.

1.4.5.7.2. The Contractor must develop and maintain relationships with a minimum of three (3) non-DME health care providers through:

1.4.5.7.2.1. Outreach and education; and

1.4.5.7.2.2. Presentations and training.

1.4.5.7.3. The Contractor must ensure relationships with health and mental health care providers focus on, but are not limited to:

1.4.5.7.3.1. Health needs and culture of Ukrainians.

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

1.4.5.7.3.2.1. Language.

1.4.5.7.3.2.2. Cultural factors.

1.4.5.7.3.2.3. Transportation issues.

1.4.5.7.3.3. National Standards for CLAS in healthcare.

1.4.5.7.4. The Contractor must develop, administer and document pre- and post-assessments to participants to determine if participants increased knowledge as a result of participating in an educational offering, presentation or training.

1.4.6. Employment Services

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

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

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

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- 1.4.6.2.2. Working with employers to develop employer-based training.
- 1.4.6.2.3. Collaborating with existing governmental and private job development agencies.
- 1.4.6.3. The Contractor must develop employment support for each employable individual, including, but not limited to:
 - 1.4.6.3.1. Conducting employability assessments utilizing Department approved assessment instruments.
 - 1.4.6.3.2. Developing and maintaining a Family Self-Sufficiency Plan for families with at least one (1) employable adult.
 - 1.4.6.3.3. Developing and maintaining employment plans for each individual eligible for employment.
 - 1.4.6.3.4. Assisting individuals with developing resumes.
 - 1.4.6.3.5. Scheduling and arranging job interviews for employable individuals and assisting them with submitting job applications until they are employed.
 - 1.4.6.3.6. Providing referrals to support services.
 - 1.4.6.3.7. Providing transportation training to increase employability, as necessary.
 - 1.4.6.3.8. Ensuring communication access services are available to employers, as needed, for employment-related activities.
- 1.4.6.4. The Contractor must attend meetings with the Department as needed including, but not limited to:
 - 1.4.6.4.1. The quarterly Refugee Advisory Council meeting.
 - 1.4.6.4.2. The bi-weekly, or as otherwise scheduled by the Department, Employment Team meeting.
- 1.4.7. Reporting Requirements
 - 1.4.7.1. The Contractor must submit semi-annual ORR-6 report data in accordance with ORR reporting requirements found here: <https://www.acf.hhs.gov/orr/form/report-forms>, in a format acceptable to the Department, for reporting periods October 1 – September 30 and March 31 – April 1 no later than 30 days after the end of each reporting period, to ensure

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progress toward program deliverables.

1.4.7.2. If the Contractor provides Health Promotion services, the Contractor must submit monthly Health Promotion Tracking Logs, or the data contained therein, in a format acceptable to the Department to ensure progress toward program deliverables which include, but are not limited to:

1.4.7.2.1. Demographic data for individuals receiving Health Promotion Program services, including:

1.4.7.2.1.1. Gender;

1.4.7.2.1.2. Date of birth; and

1.4.7.2.1.3. Immigration status.

1.4.7.2.2. Number and names of individuals receiving navigation and support services for medical care, including dental care.

1.4.7.2.3. Number and names of individuals receiving navigation and support services for mental health care.

1.4.7.2.4. Number and names of individuals with a developed plan of care.

1.4.7.2.5. Number and names of individuals with a completed plan of care [two (2) priority wellness goals met].

1.4.7.2.6. Number and names of individuals receiving expanded health orientation and topic(s) covered.

1.4.7.2.7. Number of individuals who have increased knowledge of the U.S. health care system as a result of participating in an expanded health orientation.

1.4.7.2.8. Number and names of individuals receiving targeted health education and topic(s) covered.

1.4.7.2.9. Number and names of individuals receiving a home visit.

1.4.7.2.10. Number of individuals participating in group health education sessions and the topic(s) covered.

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- 1.4.7.2.11. Number of individuals who have increased knowledge as a result of participating in group health education.
- 1.4.7.2.12. Number and names of individuals participating in a wellness group.
- 1.4.7.2.13. Number of individuals who have increased wellbeing as a result of participating in a wellness group.
- 1.4.7.2.14. Number of health providers receiving education or training.
- 1.4.7.2.15. Number of health providers who have increased knowledge as a result of participating in education or training.
- 1.4.7.2.16. Major accomplishments, new initiatives, challenges, emerging issues, and individual success stories.
- 1.4.7.3. If the Contractor provides Health Promotion services, the Contractor must submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than 30 days after the end of each reporting period, or upon request by the Department. Semi-annual reports must include, but are not limited to:
 - 1.4.7.3.1. Health Promotion Tracking Log for the semi-annual period.
 - 1.4.7.3.2. Major accomplishments, new initiatives, challenges, emerging issues, and individual success stories for the semi-annual period.

1.5. Afghan Support Services

- 1.5.1. The Contractor must provide case management; supportive services related to health as needed; and employment support services, statewide, in this Agreement for ORR-eligible Afghans, as described in Sections 1.5.2 through 1.5.3.
- 1.5.2. Pursuant to ORR, the Contractor must ensure individuals receiving services meet the following eligibility criteria:
 - 1.5.2.1. Individuals who are citizens or nationals of Afghanistan paroled into the United States under section 212(d)(5) of the Immigration and Nationality Act within the timeframes determined by and in accordance with U.S. laws and regulations and/or as directed by the Department ^{due to} 

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urgent humanitarian reasons or for significant public benefit;
or

1.5.2.2. A spouse or child of any individual described in Section 1.6.2.1., who is paroled into the United States within the timeframes determined by and in accordance with U.S. laws and regulations and/or as directed by the Department; or

1.5.2.3. A parent or legal guardian of any individual described in Section 1.6.2.1., who is determined to be an unaccompanied child as defined by 6 U.S.C. § 279(g)(2), who is paroled into the United States within the timeframes determined by and in accordance with U.S. laws and regulations and/or as directed by the Department.

1.5.3. Pursuant to ORR, the Contractor must further ensure that those eligible for services:

1.5.3.1. Are an ORR beneficiary, as of the day before their initial parole expiration date, and;

1.5.3.2. Have submitted, as of the day before their initial parole expiration date, the following:

1.5.3.2.1. A re-parole application prior to the expiration of their initial period of parole;

1.5.3.2.2. An asylum application prior to the expiration of their initial period of parole; or

1.5.3.2.3. An adjustment of status application prior to the expiration of their initial period of parole.

1.5.4. Case Management Services

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

1.5.4.1.1. Assisting with housing-related issues.

1.5.4.1.2. Providing reasonable and necessary financial support for emergency short-term and long-term housing that is paid directly to the landlords by the Contractor, when sponsorships are no longer viable or as needed, after consulting with the Department.

1.5.4.1.3. Providing necessary food assistance.

1.5.4.1.4. Referring individuals to medical, mental health, and dental care services and other

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Determinants of Health support services, as appropriate.

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

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

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

1.5.4.1.8. Assisting individuals with transportation needs, as needed, including direct payment for transportation such as fares and the leasing of vehicles by the Contractor for the purpose of transporting individuals to initial employment and other appointments.

1.5.4.1.9. Providing general cultural orientation about the U.S., with topics submitted to the Department for approval within ten (10) days of the contract effective.

1.5.4.1.10. Providing orientation for parents and students to American school systems, as needed.

1.5.5. Coordination Related to the Domestic Medical Exam

1.5.5.1. The Contractor must explain the purpose and benefits of the Domestic Medical Examination (DME) to ensure each individual understands:

1.5.5.1.1. The reason for each examination component; and

1.5.5.1.2. The assistance to be provided throughout the process.

1.5.5.2. The Contractor must provide coordination related to the DME to interested individuals, including, but not limited to:

1.5.5.2.1. Providing all available medical records for each individual, in a timely manner, to the health provider performing the DME prior to the initial scheduled appointment(s).

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- 1.5.5.2.2. Scheduling DMEs within 90 days of the individual's ORR determined service eligibility date for 100% of those individuals who desire coordination related to the DME.
- 1.5.5.2.3. Scheduling all appointments that are in support of a comprehensive DME, including, but not limited to:
 - 1.5.5.2.3.1. Laboratory work.
 - 1.5.5.2.3.2. TB testing.
 - 1.5.5.2.3.3. Screenings for:
 - 1.5.5.2.3.3.1. Lead;
 - 1.5.5.2.3.3.2. Mental health; and
 - 1.5.5.2.3.3.3. Other screenings as applicable.
 - 1.5.5.2.3.4. Immunizations.
 - 1.5.5.2.3.5. Physical examinations.
- 1.5.5.2.4. Ensuring access to, coordinating referrals for and scheduling any other needed follow-up care including, but not limited to:
 - 1.5.5.2.4.1. Specialty healthcare.
 - 1.5.5.2.4.2. Mental health services.
 - 1.5.5.2.4.3. Dental services.
 - 1.5.5.2.4.4. Emergency care.
- 1.5.5.2.5. Ensuring prescription medications are picked up and that dosage instructions are understood by the individual.
- 1.5.5.2.6. Working with providers to ensure they understand and address the communication access needs of the individuals.
 - 1.5.5.2.6.1. If providers do not provide communication access, the Contractor must notify the Managed Care Organization and/or Medicaid, as appropriate, and the Department within 24 hours.

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1.5.5.2.7. Ensuring transportation is provided to each DME and any follow-up appointment according to the following prioritization:

1.5.5.2.7.1. Contractor-provided transportation;

1.5.5.2.7.2. Arranging volunteer-provided transportation; and

1.5.5.2.7.3. Arranging Medicaid transportation as a last resort.

1.5.6. Health Promotion Services

1.5.6.1. The Contractor must provide navigation and support services and activities that promote the health and wellness of ORR-eligible Afghans, as needed, who are within their first five (5) years of eligibility, including, but not limited to:

1.5.6.1.1. Providing navigation and support services for medical, mental health, and dental care services, and building capacity within communities to address mental health needs.

1.5.6.1.2. Providing targeted individual health outreach and home visiting.

1.5.6.1.3. Providing opportunities to increase health literacy through expanded health orientation and group health education.

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

1.5.6.1.5. Providing health provider training and education.

1.5.6.2. Navigation and Support Services for Medical, Mental Health, and Dental Care Services

1.5.6.2.1. The Contractor must provide navigation and support services to increase access to and reduce gaps in services related to medical, mental health, and dental care services for Afghan individuals, as needed, to ensure they are able to access and navigate complex health care systems, including, but not limited to:

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- 1.5.6.2.1.1. Scheduling and coordinating medical and mental health appointments.
- 1.5.6.2.1.2. Assisting individuals with connecting to dental care by scheduling an initial appointment as soon as possible after arrival, including locating a primary dental care provider and/or a mobile clinic.
- 1.5.6.2.1.3. Accompanying individuals to medical, mental health and dental care appointments, as time permits.
- 1.5.6.2.1.4. Providing and/or facilitating the provision of transportation to and from appointments.
- 1.5.6.2.1.5. Assisting individuals to obtain appropriate health insurance.
- 1.5.6.2.2. The Contractor must work with the Managed Care Organizations and the designated Medicaid Dental Plan Administrator to identify appropriate medical, mental health, and dental care providers in order to mitigate gaps in service.
- 1.5.6.2.3. If providing navigation and support services, the Contractor must:
 - 1.5.6.2.3.1. Work with providers to ensure they understand and address the communication access needs of the individuals.
 - 1.5.6.2.3.1.1. If providers do not provide communication access, the Contractor must notify the Managed Care Organization and/or Medicaid, as appropriate, and the

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Department within
24 hours; and

1.5.6.2.3.2. Develop a plan of care for each individual receiving medical, mental health, and/or dental care navigation and support services that includes:

1.5.6.2.3.2.1. A brief summary of the individual's health navigation and support needs;

1.5.6.2.3.2.2. Clearly defined referrals to appropriate healthcare and/or insurance to sufficiently address the health needs of the individual being served; and

1.5.6.2.3.2.3. The identification of two (2) priority wellness goals.

1.5.6.3. Targeted Individual Health Outreach

1.5.6.3.1. The Contractor must provide solely, or in collaboration with other organizations, individual targeted health outreach, as needed. If providing targeted individual health outreach, the Contractor must:

1.5.6.3.1.1. Identify topics of concern for Afghans and prioritize topics that are most urgent or relevant on an ongoing basis;

1.5.6.3.1.2. Ensure the targeted individual health outreach includes, but is not limited to resources such as translated written and/or audio/video materials which may include, but are not limited to:

1.5.6.3.1.2.1. Vaccine education.

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1.5.6.3.1.2.2. Tuberculosis risks reduction.

1.5.6.3.1.2.3. Emotional wellness; and

1.5.6.3.1.3. Assist the Department's Tuberculosis Program with their outreach efforts to the Ukrainian community.

1.5.6.4. Expanded Health Orientation

1.5.6.4.1. The Contractor must conduct an expanded health orientation that is tailored to the specific needs of individuals, as needed, which may include the following topics:

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

1.5.6.4.1.2. Health insurance, including Refugee Medical Assistance, expanded Medicaid, the Marketplace, and employer-based insurance.

1.5.6.4.1.3. Privacy and consent laws.

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

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

1.5.6.4.1.5.1. Public transportation training.

1.5.6.4.1.5.2. Arranging Medicaid transportation.

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

1.5.6.4.1.6.1. Primary care providers.

1.5.6.4.1.6.2. Specialists.

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Contractor Initials

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- 1.5.6.4.1.6.3. Pharmacists.
- 1.5.6.4.1.7. Understanding the different types of health care and when, where and how to access each type including; but not limited to:
 - 1.5.6.4.1.7.1. Preventative.
 - 1.5.6.4.1.7.2. Urgent.
 - 1.5.6.4.1.7.3. Emergency.
- 1.5.6.4.1.8. Understanding the availability of mental/behavioral health services, including, but not limited to treatment for substance use disorders, and when, where and how to access services.
- 1.5.6.4.1.9. Scheduling, keeping and cancelling appointments.
- 1.5.6.4.1.10. What to bring to appointments.
- 1.5.6.4.1.11. Medication, including, but not limited to:
 - 1.5.6.4.1.11.1. The difference between prescribed medication and over-the-counter (OTC) medication.
 - 1.5.6.4.1.11.2. Refills.
 - 1.5.6.4.1.11.3. Dosage instructions.
 - 1.5.6.4.1.11.4. Side effects.
- 1.5.6.4.2. The Contractor must administer pre- and post-assessments to all participants to determine if participants increased their knowledge of the U.S. health care system by participating in an expanded health orientation.
- 1.5.6.4.3. The Contractor must maintain documentation of individuals who have received an expanded health orientation, including; but not limited to:

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- 1.5.6.4.3.1. The names of individuals who participate in an expanded health orientation.
- 1.5.6.4.3.2. The topic(s) of orientation completed by each participant.
- 1.5.6.4.3.3. The results of the pre- and post-assessments.
- 1.5.6.4.4. The Contractor must share orientation materials with the Department upon request.
- 1.5.6.5. Health Education
 - 1.5.6.5.1. The Contractor must provide health education, consisting of individual targeted health outreach and/or group health education session(s), as needed, solely or in collaboration with other organizations. If providing health education, the Contractor must:
 - 1.5.6.5.1.1. Provide group health education sessions;
 - 1.5.6.5.1.2. Identify topics of concern and prioritize topics that are most urgent or relevant on an ongoing basis;
 - 1.5.6.5.1.3. Invite, arrange for, and schedule outside organizations and presenters to provide group health education sessions on topics within their area(s) of expertise, which may include the topics identified in Section 1.5.6.5.1.5. below;
 - 1.5.6.5.1.4. Notify individuals of class schedules; and
 - 1.5.6.5.1.5. Ensure health education sessions include relevant topics including, but not limited to:
 - 1.5.6.5.1.5.1. Health insurance terms, coverage requirements and options, and the

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enrollment process.

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

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

1.5.6.5.1.5.4. Men's health.

1.5.6.5.1.5.5. Emotional wellness.

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

1.5.6.5.1.5.7. Oral health and hygiene.

1.5.6.5.1.5.8. Vision health.

1.5.6.5.1.5.9. Nutrition and benefits of exercise.

1.5.6.5.1.5.10. Human Immunodeficiency Virus (HIV).

1.5.6.5.1.5.11. Tuberculosis risk reduction.

1.5.6.5.1.5.12. Fire safety.

1.5.6.5.2. The Contractor must administer pre- and post-assessments to all participants to determine if participants increased their knowledge of health education topics as a result of participating in individual/group health education.

1.5.6.6. Wellness Groups

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

1.5.6.6.1.1. Promote wellness among the target population;

1.5.6.6.1.2. Reduce isolation; and

1.5.6.6.1.3. Prevent suicide.

1.5.6.6.2. If conducting wellness groups, the Contractor must facilitate a minimum of two (2) culturally and linguistically appropriate wellness groups each Contract year, utilizing an evidence-based curriculum and/or promising practice methods that may include, but are not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

1.5.6.6.3. The Contractor must administer pre- and post-assessments to participants to determine if participants increased well-being as a result of participating in a wellness group.

1.5.6.7. Healthcare Provider Education

1.5.6.7.1. The Contractor must attend monthly meetings with the DME providers for the purpose of coordinating ongoing primary and/or specialty care.

1.5.6.7.2. The Contractor must develop and maintain relationships with a minimum of three (3) non-DME health care providers through:

1.5.6.7.2.1. Outreach and education; and

1.5.6.7.2.2. Presentations and training.

1.5.6.7.3. The Contractor must ensure relationships with health and mental health care providers focus on, but are not limited to:

1.5.6.7.3.1. Health needs and culture of Afghans.

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

1.5.6.7.3.2.1. Language.

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1.5.6.7.3.2.2. Cultural factors.

1.5.6.7.3.2.3. Transportation issues.

1.5.6.7.3.3. National Standards for CLAS in healthcare.

1.5.6.7.4. The Contractor must develop, administer and document pre- and post-assessments of knowledge gained by participants at each educational offering, presentation and training.

1.5.7. School Support Services

1.5.7.1. The Contractor must collaborate with the Manchester School District (MSD) to implement and maintain family engagement and orientation activities for Afghans by:

1.5.7.1.1. Providing ten (10) additional hours of interpretation per week for 20 weeks at family engagement events at the MSD Welcome Center and other school-based meetings and events;

1.5.7.1.2. Providing bus transportation to the MSD Welcome Center from the MSD designated central location one (1) time per week for 20 weeks;

1.5.7.1.3. Purchasing and providing English language development materials, grade levels 6-12, to support after-school English classes at the MSD Welcome Center and Beech Street School & Community Center; and

1.5.7.1.4. Purchasing and providing culturally relevant supplies for the MSD Welcome Center to expand enrichment opportunities for Afghan students and their families, including:

1.5.7.1.4.1. Two (2) sewing machines;

1.5.7.1.4.2. Materials such as fabric, thread, etc. for sewing classes; and

1.5.7.1.4.3. Multilingual picture dictionaries.

1.5.8. Employment Services

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



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employment.

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

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

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

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

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

1.5.8.3.1. Conducting employability assessments utilizing Department approved assessment instruments.

1.5.8.3.2. Developing and maintaining a Family Self-Sufficiency plan for families with at least one (1) employable adult.

1.5.8.3.3. Developing and maintaining employment plans for each individual eligible for employment.

1.5.8.3.4. Assisting individuals with developing resumes.

1.5.8.3.5. Scheduling and arranging job interviews for employable individuals and assisting them with submitting job applications until they are employed.

1.5.8.3.6. Providing referrals to support services.

1.5.8.3.7. Providing transportation training to increase employability, as necessary.

1.5.8.3.8. Ensuring communication access services are available to employers, as needed, for employment-related activities.

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

1.5.8.4.1. The quarterly Refugee Advisory Council meeting.

1.5.8.4.2. The bi-weekly, or as otherwise scheduled by the Department, Employment Team meeting.

1.5.9. Reporting Requirements

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- 1.5.9.1. The Contractor must submit semi-annual ORR-6 report data in accordance with ORR reporting requirements found here: <https://www.acf.hhs.gov/orr/form/report-forms>, in a format acceptable to the Department, for reporting periods October 1 – September 30 and March 31 – April 1 no later than 30 days after the end of each reporting period, to ensure progress toward program deliverables.
- 1.5.9.2. If the Contractor provides Health Promotion services, the Contractor must submit monthly Health Promotion Tracking Logs, or the data contained therein, in a format acceptable to the Department to ensure progress toward program deliverables which include, but are not limited to:
 - 1.5.9.2.1. Demographic data for individuals receiving Health Promotion Program services, including:
 - 1.5.9.2.1.1. Gender;
 - 1.5.9.2.1.2. Date of birth; and
 - 1.5.9.2.1.3. Immigration status.
 - 1.5.9.2.2. Number and names of individuals receiving navigation and support services for medical care, including dental care.
 - 1.5.9.2.3. Number and names of individuals receiving navigation and support services for mental health care.
 - 1.5.9.2.4. Number and names of individuals with a developed plan of care.
 - 1.5.9.2.5. Number and names of individuals with a completed plan of care [two (2) priority wellness goals met].
 - 1.5.9.2.6. Number and names of individuals receiving expanded health orientation and topic(s) covered.
 - 1.5.9.2.7. Number of individuals who have increased knowledge of the U.S. health care system as a result of participating in an expanded health orientation.
 - 1.5.9.2.8. Number and names of individuals receiving targeted health education and topic(s) covered.

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- 1.5.9.2.9. Number and names of individuals receiving a home visit.
- 1.5.9.2.10. Number of individuals participating in group health education sessions and the topic(s) covered.
- 1.5.9.2.11. Number of individuals who have increased knowledge as a result of participating in group health education.
- 1.5.9.2.12. Number and names of individuals participating in a wellness group.
- 1.5.9.2.13. Number of individuals who have increased wellbeing as a result of participating in a wellness group.
- 1.5.9.2.14. Number of health providers receiving education or training.
- 1.5.9.2.15. Number of health providers who have increased knowledge as a result of participating in education or training.
- 1.5.9.2.16. Major accomplishments, new initiatives, challenges, emerging issues, and individual success stories.
- 1.5.9.3. If the Contractor provides Health Promotion services, the Contractor must submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than 30 days after the end of each reporting period, or upon request by the Department. Semi-annual reports must include, but are not limited to:
 - 1.5.9.3.1. Health Promotion Tracking Log for the semi-annual period.
 - 1.5.9.3.2. Major accomplishments, new initiatives, challenges, emerging issues, and individual success stories for the semi-annual period.
- 1.6. The Contractor must ensure all required services described in this Agreement are:
 - 1.6.1. Person-centered;
 - 1.6.2. Trauma-informed;
 - 1.6.3. Strengths-based; and

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- 1.6.4. Culturally and Linguistically Appropriate (CLAS).
- 1.7. The Contractor must work with all service providers and employers to ensure they understand and address the cultural and communication access needs of individuals being served, and advocate on behalf of individuals to protect their civil rights and ensure access to services.
- 1.8. The Contractor must communicate any challenges related to the scope of services described in this Agreement in a timely manner to the Department and be available to meet as requested by the Department in order to:
- 1.8.1. Review performance;
- 1.8.2. Discuss current caseload and needed supports and services; and
- 1.8.3. Identify and address challenges and barriers to providing services.
- 1.9. Notwithstanding Paragraph 8, Events of Default/Remedies and 9, Termination of the General Contract Provisions of this Agreement (P-37), the Contractor must develop and submit a corrective action plan for any performance measure(s) not on target to be achieved annually, in accordance with this Agreement, to the Department on a quarterly basis until such time all measure are achievable. The corrective action plan must include:
- 1.9.1. The barrier(s) to achieving the measure(s) annually; and
- 1.9.2. A detailed plan to achieve the measure(s) that must include, but is not limited to, a timeline.
- 1.10. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 1.11. The Contractor must maintain eligibility verification documents, case notes and progress reports in client files and make them available to the Department upon request.
- 1.12. The Contractor must participate in the Department's database or centralized data collection system if requested by the Department.
- 1.13. The Contractor must ensure staff participate in trainings on federal CLAS and civil rights laws compliance, including policies and procedures for handling discrimination complaints as provided by the Department.
- 1.14. The Contractor must participate in virtual or in-person meetings with the Department upon request, in addition to any meeting requirements described in the Statement of Work above.
- 1.15. General Reporting Requirements
- 1.15.1. The Contractor must submit a final program report to the Department no later than 30 days prior to the completion date of any Section

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

EXHIBIT B

described in this Agreement as identified by the Department or the entire contract, if requested by the Department.

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

1.16. Background Checks

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

1.16.1.1. 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;

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

1.16.1.3. 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.

1.17. Confidential Data

1.17.1. 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.

1.17.2. 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.

1.18. Privacy Impact Assessment

1.18.1. 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

**New Hampshire Department of Health and Human Services
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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:

- 1.18.1.1. How PII is gathered and stored;
- 1.18.1.2. Who will have access to PII;
- 1.18.1.3. How PII will be used in the system;
- 1.18.1.4. How individual consent will be achieved and revoked; and
- 1.18.1.5. Privacy practices.

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

1.19. Department Owned Devices, Systems and Network Usage

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

- 1.19.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.19.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.19.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.19.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly

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Targeted Refugee Services**

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confidential in accordance with the license or any other agreement executed by the Department;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.19.2. Workspace Requirement

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

1.20. Contract End-of-Life Transition Services

1.20.1. General Requirements

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

**New Hampshire Department of Health and Human Services
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- 1.20.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.20.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.20.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.20.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.20.1.6. In the event where the Contractor has commingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.20.2. Completion of Transition Services
 - 1.20.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service,

**New Hampshire Department of Health and Human Services
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is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

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

1.20.3. Disagreement over Transition Services Results

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically

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

EXHIBIT B

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:

3.3.3.1. Brochures.

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

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3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds
 - 1.1.1. 57% Federal funds, GY2023 Refugee Support Services and Set Asides (Afghan Base), as awarded on July 6, 2023, by the DHHS Administration for Children and Families, ALN #93.566, FAIN # 2301NHRSSS-06.
 - 1.1.2. 43% Federal funds, GY2023 Refugee Support Services and Set Asides (Ukraine Base), as awarded on July 6, 2023, by the DHHS Administration for Children and Families, ALN #93.566, FAIN #2301NHRSSS-06.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Laura.McGlashan@dhhs.nh.gov or mailed to:

Laura McGlashan

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

EXHIBIT C

NH State Refugee Health Coordinator
97 Pleasant Street
Thayer Building
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 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.

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

EXHIBIT C

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- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services		
Contractor Name: <i>Building Community in New Hampshire</i>		
Budget Request for: <i>Targeted Refugee Services</i>		
Budget Period: <i>July 1, 2024 to September 30, 2025</i>		
Indirect Cost Rate (if applicable) 21.80%		
Line Item	SFY25 (July 1, 2024- June 30, 2025)	SFY26 (July 1, 2025 to September 30, 2025)
1. Salary & Wages	\$87,543	\$21,444
2. Fringe Benefits	\$10,131	\$3,217
3. Consultants	\$1	\$1
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$1	\$0
5.(a) Supplies - Educational	\$4,056	\$1
5.(b) Supplies - Lab	\$1	\$1
5.(c) Supplies - Pharmacy	\$1	\$1
5.(d) Supplies - Medical	\$1	\$1
5.(e) Supplies - Office	\$1,500	\$100
6. Travel	\$5,026	\$389
7. Software	\$1	\$1
8.(a) Other - Marketing/Communications	\$1	\$0
8.(b) Other - Education and Training	\$1,000	\$500
8.(c) Other - Other (specify below)	\$0	\$0
materials for sewing classes	\$22	\$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	\$1	\$0
Total Direct Costs	\$89,286	\$25,656
Total Indirect Costs	\$19,464	\$5,593
Subtotals	\$108,750	\$31,250
Total		\$140,000

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Contractor Initials:

5/13/2024

Date:

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: *Building Community in New Hampshire*

Budget Request for: *Targeted Refugee Services*

Budget Period: *October 1, 2024 to September 30, 2025*

Indirect Cost Rate (if applicable) 21.80%

Line Item	SFY25 (October 1, 2024- June 30, 2025)	SFY26 (July 1, 2025- September 30, 2025)
1. Salary & Wages	\$53,621	\$17,856
2. Fringe Benefits	\$8,043	\$2,678
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	\$1	\$0
5.(b) Supplies - Lab	\$1	\$0
5.(c) Supplies - Pharmacy	\$1	\$0
5.(d) Supplies - Medical	\$1	\$0
5.(e) Supplies - Office	\$1	\$0
6. Travel	\$3,271	\$1,093
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$415	\$130
8. (c) Other - Other (specify below)	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$65,355	\$21,757
Total Indirect Costs	\$14,247	\$4,743
Subtotals	\$79,602	\$26,500
Total		\$106,102

Contractor Initials: os
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Date: 5/13/2024

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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

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

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

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

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

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

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SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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

NO YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

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

NO YES

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

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

Name: _____	Amount: _____

Contractor Name: Building Community in New Hampshire

5/13/2024

Date:

DocuSigned by:

Richard Minard

Name: Richard Minard

Title: Executive Director

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Exhibit E

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY.

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

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

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DHHS Information Security Requirements

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

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Exhibit E

DHHS Information Security Requirements

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

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

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

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DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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Exhibit F

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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Business Associate Agreement

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

b. Business Associate may use or disclose PHI, as applicable:

- I. For the proper management and administration of the Business Associate;
- II. As required by law, according to the terms set forth in paragraph c. and d. below;
- III. According to the HIPAA minimum necessary standard;
- IV. For data aggregation purposes for the health care operations of the Covered Entity; and
- V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

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

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

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data Ownership - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services

The State

DocuSigned by:

Reuben Hampton

Signature of Authorized Representative

Reuben Hampton

Name of Authorized Representative

Director, Office of Health Equity

Title of Authorized Representative

5/13/2024

Date

Building Community in New Hampshire

Name of the Contractor

DocuSigned by:

Richard Minard

Signature of Authorized Representative

Richard Minard

Name of Authorized Representative

Executive Director

Title of Authorized Representative

5/13/2024

Date

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