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Lori A. Shabinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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

December 1, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into an amendment to existing **Sole Source** contracts with the Contractors listed below to add funding to promote and address the health and well-being of refugees resettled in New Hampshire, by increasing the total price limitation by \$103,668 from \$495,225 to \$598,893, effective upon Governor and Council approval. 100% Federal Funds

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

The Department will monitor services by:

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Source of Federal Funds: Assistance Listing Number #93.566, FAIN #2022G992210,
Children and Families Refugee Settlement.

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

Respectfully submitted,


 Lori A. Shibinette
Commissioner

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

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

Funding Source: 1

Ascentria Community Services, Inc.

Vendor # 222201-B001

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

Funding Source:2

Ascentria Community Services, Inc.

Vendor #222201-B01

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

Funding Source:3

Ascentria Community Services, Inc.

Vendor #222201-B01

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

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

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

Funding Source: 4

International Institute of New England, Inc.

Vendor # 177551-B001

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

Funding Source:5

International Institute of New England, Inc.

Vendor #177551-B001

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

Funding Source:6

International Institute of New England, Inc.

Vendor #177551-B01

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

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

This Amendment to the Refugee Health Promotion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ascentria Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, Item #15, as amended on December 18, 2020, Item #7, and as amended on May 4, 2022, Item #7, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, Price Limitation, Block 1.8, to read:
\$299,446.50
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with approved line item, as specified in Exhibit C-1, Budget through Exhibit C-12, Budget – Amendment #3.
4. Add Exhibit C-11, Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-12, Budget- Amendment #3, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

1/9/2023
Date

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

Ascentria Community Services, Inc.

12/28/2022
Date

DocuSigned by:
Aimee Mitchell
Name: Aimee Mitchell
Title: Chief Community Services Officer

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

OFFICE OF THE ATTORNEY GENERAL

1/10/2023

Date

DocuSigned by:

Robyn Guarino

748734844611468...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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

DS
AM

Contractor Initials _____
12/28/2022

Date _____

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

DS
AM

Contractor Initials _____

Date 12/28/2022

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 652197

Certificate Number: 0005790601



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of June A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Nicholas Sousa, Assistant Corporate Clerk / Secretary, hereby certify that:


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

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

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

Dated: 12/29/2022

Signature of Elected Officer: _____



Name: Nicholas Sousa

Title: Assistant Corporate Clerk / Secretary



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Tina Housman PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: Tina.Housman@bbrown.com																					
INSURED Ascentria Care Alliance, Inc. 11 Shattuck St. Worcester MA 01605	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Philadelphia Indemnity Insurance Co.</td> <td colspan="2">18058</td> </tr> <tr> <td>INSURER B: The First Liberty Insurance Corp.</td> <td colspan="2">33588</td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"> </td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Philadelphia Indemnity Insurance Co.	18058		INSURER B: The First Liberty Insurance Corp.	33588		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire Department of Health and Human Services is included as additional insured where required by written contract.

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/MCROSB
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Ascentria
CARE ALLIANCE

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

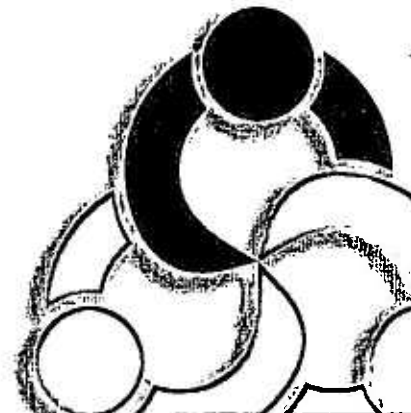
Mission statement:

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

Vision statement:

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

Empowering People. Strengthening Communities.



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

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

YEARS ENDED JUNE 30, 2021 AND 2020



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

CLAcconnect.com

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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CliftonLarsonAllen LLP
CLAAconnect.com

INDEPENDENT AUDITORS' REPORT

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

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2021 and 2020, and the related consolidated statement of activities, cash flows, and functional expenses, for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



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Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Ascentria Community Services, Inc. and Subsidiary as of June 30, 2021 and 2020, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supporting information shown on page 20 is presented for purposes of additional analysis as required by the *Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP)* and is not a required part of the financial statements. The schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is also presented for purposes of additional analysis and is not a required part of the basic financial statements. The supporting information required by MAAP and the schedule of expenditures of federal awards is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2021, on our consideration of Ascentria Community Services, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of Ascentria Community Services, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ascentria Community Services, Inc. and Subsidiary's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Boston, Massachusetts
December 14, 2021

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS	2021	2020
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 4,380,964	\$ 1,088,674
Accounts Receivable, Net of Estimated Uncollectible Accounts	5,193,640	4,618,979
Prepaid Expenses	100,926	84,975
Vehicle Inventory	133,728	128,893
Total Current Assets	9,809,258	5,921,521
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	997,007	841,000
PROPERTY AND EQUIPMENT		
Land	45,314	45,314
Building	85,798	85,798
Building Improvements	975,856	968,006
Leasehold Improvements	353,467	353,467
Furniture and Equipment	246,311	246,311
Vehicles	459,810	454,071
Equipment Held Under Capital Lease	499,374	499,374
Computer Equipment and Software	147,017	147,017
Total	2,812,947	2,799,358
Less: Accumulated Depreciation	2,031,576	1,901,549
Total Property and Equipment	781,371	897,809
DUE FROM RELATED PARTIES		
		5,781
OTHER ASSETS		
Deposits	112,192	101,892
Total Other Assets	112,192	101,892
Total Assets	\$ 11,699,828	\$ 7,768,003

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2021 AND 2020

	2021	2020
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	\$ 33,943	\$ 32,752
Accounts Payable	400,872	821,453
Accrued Expenses	1,951,115	1,630,694
Deferred Revenue	434,376	311,847
Due to State of Maine	550,526	468,768
Total Current Liabilities	3,370,832	3,265,514
 DUE TO RELATED PARTIES	 1,820,131	 3,610,245
 LONG-TERM DEBT, Net of Current Maturities	 3,908,861	 409,782
Total Liabilities	9,099,824	7,285,541
 NET ASSETS (DEFICIT)		
Without Donor Restrictions	1,512,713	(443,382)
With Donor Restrictions	1,087,291	925,844
Total Net Assets	2,600,004	482,462
Total Liabilities and Net Assets	\$ 11,699,828	\$ 7,768,003

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
NET ASSET REVENUE WITHOUT DONOR RESTRICTION		
Grant and Contract Revenue	\$ 31,570,797	\$ 30,973,224
Program Service Revenue	3,973,733	4,779,313
Federal and State Relief Grant Revenue	856,417	645,720
Donated Vehicles	2,467,954	1,818,418
In-Kind Donations	26,216	20,923
Net Assets Released from Restriction Used for Operations	43,096	201,348
Other Income	168,412	356,152
Total Revenues	<u>39,106,625</u>	<u>38,795,098</u>
EXPENSES		
Salaries and Wages	18,397,039	19,179,196
Employee Benefits	4,106,391	4,297,125
Occupancy Costs	1,918,293	1,985,030
Operating Supplies and Expenses	368,797	463,657
Professional Fees	2,232,650	2,244,674
Garage Expenses	758,677	776,542
Donated Vehicle Expenses	1,063,000	924,000
Client Support Expenses	499,820	462,904
Translation Expenses	943,100	612,048
Repairs and Maintenance	444,249	332,791
Travel Expenses	654,494	794,550
Educational Events and Meetings	20,619	47,931
Management Fees	4,558,412	5,395,119
Taxes	521,856	567,842
Recruitment Advertising	936	10,004
Advertising	210,284	157,095
Licenses and Fees	4,380	5,094
Custodial Fees	5,438	12,994
Insurance	226,499	197,295
Interest	40,476	32,965
Bad Debt Expenses	39,312	52,051
Depreciation and Amortization	130,027	131,307
Total Expenses	<u>37,144,749</u>	<u>38,682,214</u>
OPERATING GAIN	1,961,876	112,884
NONOPERATING ACTIVITY		
Gain on Sale of Property and Equipment	-	10,349
Equity Transfers, Net	(5,781)	-
Total Nonoperating Activity	<u>(5,781)</u>	<u>10,349</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>\$ 1,956,095</u>	<u>\$ 123,233</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2021 AND 2020

	Without Donor Restriction	With Donor Restriction	Total
BALANCE - JUNE 30, 2019	\$ (566,615)	\$ 1,062,379	\$ 495,764
Increase in Net Assets without Donor Restrictions	123,233	-	123,233
Change in Beneficial Interest in Net Assets of Related Party	-	64,813	64,813
Net Assets Released from Restrictions - Operations	-	(201,348)	(201,348)
Change in Net Assets	123,233	(136,535)	(13,302)
BALANCE - JUNE 30, 2020	(443,382)	925,844	482,462
Increase in Net Assets without Donor Restrictions	1,956,095	-	1,956,095
Change in Beneficial Interest in Net Assets of Related Party	-	204,543	204,543
Net Assets Released from Restrictions - Operations	-	(43,096)	(43,096)
Change in Net Assets (Deficit)	1,956,095	161,447	2,117,542
BALANCE - JUNE 30, 2021	<u>\$ 1,512,713</u>	<u>\$ 1,087,291</u>	<u>\$ 2,600,004</u>

See accompanying Notes to Consolidated Financial Statements.

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

	Program Services					Supporting Services			Total Expenses	
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising		Total Support Services
Salaries and Wages	\$ 836,439	\$ 5,322,401	\$ 3,003,900	\$ 5,017,853	\$ 4,082,749	\$ 18,263,342	\$ 133,697	\$ -	\$ 133,697	\$ 18,397,039
Employee Benefits	183,349	1,388,650	619,394	1,074,309	817,262	4,082,964	23,427	-	23,427	4,106,391
Occupancy Costs	97,286	610,342	450,123	42,738	495,027	1,695,516	222,777	-	222,777	1,918,293
Operating Supplies and Expenses	26,575	155,924	64,072	34,258	69,262	350,091	18,706	-	18,706	368,797
Professional Fees	7,745	397,058	1,240,048	-	532,551	2,177,402	55,248	-	55,248	2,232,650
Garage and Vehicle Expenses	758,677	-	-	-	-	758,677	-	-	-	758,677
Donated Vehicle Expenses	1,063,000	-	-	-	-	1,063,000	-	-	-	1,063,000
Client Support Expenses	422	35,341	240,023	3,900	219,695	499,381	439	-	439	499,820
Translation Expenses	-	12,179	303	-	930,618	943,100	-	-	-	943,100
Repairs and Maintenance	38,066	68,404	109,793	61,444	141,295	419,002	25,247	-	25,247	444,249
Travel Expenses	199,944	171,189	80,495	18,608	183,803	654,039	455	-	455	654,494
Educational Events and Meetings	71	4,169	7,778	1,244	3,823	17,085	3,534	-	3,534	20,619
Management Fees	-	-	-	-	-	-	4,558,412	-	4,558,412	4,558,412
Taxes	-	513,471	137	8,181	67	521,856	-	-	-	521,856
Recruitment Advertising	808	-	-	115	-	923	13	-	13	936
Advertising	-	-	-	-	-	-	210,284	-	210,284	210,284
Licenses and Fees	3	160	1,660	250	272	2,345	2,035	-	2,035	4,380
Custodial Fees	-	-	-	-	-	-	-	5,438	5,438	5,438
Insurance	6,283	72,201	42,471	44,228	55,995	221,178	5,321	-	5,321	226,499
Interest	-	-	-	-	-	-	40,476	-	40,476	40,476
Bad Debt Expenses	-	5,342	-	26,862	7,018	39,222	90	-	90	39,312
Total Before Depreciation and Amortization	3,218,668	8,756,831	5,860,197	6,333,990	7,539,437	31,709,123	5,300,161	5,438	5,305,599	37,014,722
Depreciation and Amortization	54,557	2,852	71,618	-	1,000	130,027	-	-	-	130,027
Total Functional Expenses	\$ 3,273,225	\$ 8,759,683	\$ 5,931,815	\$ 6,333,990	\$ 7,540,437	\$ 31,839,150	\$ 5,300,161	\$ 5,438	\$ 5,305,599	\$ 37,144,749

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2020

	Program Services					Supporting Services			Total Expenses	
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising		Total Support Services
Salaries and Wages	\$ 936,410	\$ 5,540,060	\$ 3,001,095	\$ 4,967,565	\$ 4,472,719	\$ 18,917,849	\$ 261,347	\$ -	\$ 261,347	\$ 19,179,196
Employee Benefits	204,976	1,482,702	559,926	1,098,877	894,519	4,241,000	56,125	-	56,125	4,297,125
Occupancy Costs	105,843	633,124	441,702	46,262	506,536	1,733,467	251,563	-	251,563	1,985,030
Operating Supplies and Expenses	32,973	165,585	88,680	45,825	114,506	447,569	16,088	-	16,088	463,657
Professional Fees	61,456	383,971	1,354,705	5,434	391,293	2,196,859	47,815	-	47,815	2,244,674
Garage and Vehicle Expenses	775,461	916	165	-	-	776,542	-	-	-	776,542
Donated Vehicle Expenses	924,000	-	-	-	-	924,000	-	-	-	924,000
Client Support Expenses	19,826	31,647	200,925	64	210,412	462,874	30	-	30	462,904
Translation Expenses	-	21,739	282	-	587,030	609,051	2,997	-	2,997	612,048
Repairs and Maintenance	26,444	38,069	116,558	53,938	71,180	306,189	26,602	-	26,602	332,791
Travel Expenses	191,640	201,678	136,374	43,072	214,719	787,483	7,067	-	7,067	794,550
Educational Events and Meetings	2,067	9,036	8,311	10,139	9,118	38,671	9,260	-	9,260	47,931
Management Fees	-	-	-	-	-	-	5,395,119	-	5,395,119	5,395,119
Taxes	-	561,640	-	5,931	271	567,842	-	-	-	567,842
Recruitment Advertising	3,555	884	1,404	3,691	373	9,907	97	-	97	10,004
Advertising	-	-	-	-	-	-	157,095	-	157,095	157,095
Licenses and Fees	1,691	70	2,696	250	-	4,707	387	-	387	5,094
Custodial Fees	-	-	-	-	-	-	-	12,994	12,994	12,994
Insurance	8,014	57,285	34,105	41,583	51,611	192,598	4,697	-	4,697	197,295
Interest	-	-	-	-	-	-	32,965	-	32,965	32,965
Bad Debt Expenses	-	3,883	-	37,684	10,503	52,050	1	-	1	52,051
Total Before Depreciation and Amortization	3,294,356	9,132,269	5,946,928	6,360,315	7,534,790	32,268,658	6,269,255	12,994	6,282,249	38,550,907
Depreciation and Amortization	55,338	2,852	69,917	-	3,200	131,307	-	-	-	131,307
Total Functional Expenses	\$ 3,349,694	\$ 9,135,121	\$ 6,016,845	\$ 6,360,315	\$ 7,537,990	\$ 32,399,965	\$ 6,269,255	\$ 12,994	\$ 6,282,249	\$ 38,682,214

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 2,117,542	\$ (13,302)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	130,027	131,307
Bad Debts	39,312	52,051
Gain on Sale of Property and Equipment	-	(10,349)
Change in Beneficial Interest in Net Assets of Related Party	(204,543)	(64,813)
(Increase) Decrease in Assets:		
Accounts Receivable	(613,973)	(802,450)
Prepaid Expenses	(15,951)	2,496
Deposits	(10,300)	2,850
Beneficial Interest in Net Assets of Related Party	48,536	201,350
Vehicle Inventory	(4,835)	(58,601)
Due to Third Party	-	543
Increase (Decrease) in Liabilities:		
Accounts Payable	(420,581)	(100,937)
Accrued Expenses	320,421	575,524
Deferred Revenue	122,529	135,376
Due to State of Maine	81,758	406,296
Net Cash Provided by Operating Activities	<u>1,589,942</u>	<u>457,341</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(13,589)	(148,710)
Proceeds from Sale of Fixed Assets	-	15,295
Net Cash Used by Investing Activities	<u>(13,589)</u>	<u>(133,415)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Long-Term Debt	3,533,020	-
Payments on Long-Term Debt	(32,750)	(43,100)
Advanced from Related Parties, Net	(1,784,333)	807,848
Net Cash Provided by Financing Activities	<u>1,715,937</u>	<u>764,748</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	3,292,290	1,088,674
Cash and Cash Equivalents - Beginning of Year	<u>1,088,674</u>	<u>-</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 4,380,964</u>	<u>\$ 1,088,674</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	<u>\$ 40,476</u>	<u>\$ 32,965</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Ascentria Community Services, Inc. (ACS) and Ascentria Community Care, Inc. (ACC) (collectively, the Organizations) are corporations exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. Effective July 1, 2018, assets were transferred to the Organization from Good News Garage – LSS, Inc. (GNG), related parties, as a result of the combination of operations (see Note 14 for details). The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. ACS is the sole corporate member of ACC. Ascentria Care Alliance, Inc. (Ascentria) is a sole corporate member of ACS and also serves as the management agent.

The Organizations provide the following programs:

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

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

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

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

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

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

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

Basis of Consolidation

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

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Inventory

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

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

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

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

Property and Equipment

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

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

Property and Equipment (Continued)

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

Related Party Loans Receivable

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

The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organizations determine the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as recovery in the year of receipt. The Organizations determined that all related party loans receivable are fully collectible as of June 30, 2021 and 2020.

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

Net Assets

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

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

Net Assets with Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met either by actions of the Organizations and/or the passage of time. Other donor-imposed restrictions are perpetual in nature when the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Net assets with donor restrictions consist of \$997,007 and \$841,000 for beneficial interest in net assets of related party and \$90,283 and \$84,844 other program restrictions for the years ended June 30, 2021 and 2020, respectively. There were no net assets invested in perpetuity as of June 30, 2021 and 2020.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

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

Contract and Grant Revenue

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

Donated Services

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

Donated Vehicle Revenue

Donated vehicle revenue includes vehicles that will be repaired and delivered to program participants. They are valued based on the average contract reimbursement rate for the reporting period. Additionally, donated vehicle revenue includes donated vehicles that do not meet the needs of program participants. These vehicles are sold at auction and valued based on average proceeds for the reporting period. Vehicle auction revenue is recognized at a point in time when the item is sold. As of June 30, 2021 and 2020, there was \$1,400,120 and \$835,817, respectively, included in donated vehicles on the consolidated statement of activities.

Federal and State Relief Grant Revenue

During 2021 and 2020, the Organizations received federal and state grants to provide funding to respond to the COVID-19 pandemic. The Organizations received payments from the CARES Act Provider Relief Fund (PRF), which is administered by the U.S. Department of Health and Human Services (HHS). The Organizations received PRF payments and recognized revenue in the amount of \$587,171 and \$184,667 during fiscal year 2021 and 2020, respectively. The revenues recognized are included in Federal and State Relief Grant Revenue on the consolidated statements of activities. The PRF payments have terms and conditions that the Organizations are required to follow, and these funds are subject to reporting requirements and audit. The PRF payments are subject to potential recoupment by HHS if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2021.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

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

Federal and State Relief Grant Revenue

The Organizations received payments from the state of New Hampshire, which is administered by the Governor's Office for Emergency Relief and Recovery (GOFERR). The Organizations received payments and recognized revenue in the amount of \$172,112 and \$461,053 during the fiscal years 2021 and 2020, respectively. The revenues recognized are included in Federal and State Relief Grant Revenue on the consolidated statements of activities. The payments have terms and conditions that the Organizations are required to follow, and these funds are subject to reporting requirements and audit. The payments are subject to potential recoupment by GOFERR if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2021.

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

Program Service Revenue

Program service revenue is from private pay services, translation services, and interpretation services. Program service revenue is recognized as services are provided over time. Payments received in advance of services are reported as deferred revenue.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs paid for by the Organizations amounted to \$184,067 and \$136,170 for the years ended June 30, 2021 and 2020, respectively. Contributions of advertising are recorded at the estimated fair value on the date of the contribution. The Organizations received contributions of advertising estimated to have a value of \$26,216 and \$20,923 for the years ended June 30, 2021 and 2020, respectively.

Use of Estimates

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

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

Functional Allocation of Expenses

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

Income Taxes

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

Fair Value Measurements

In accordance with professional standards, assets and liabilities measured and recorded at fair value are required to be categorized into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities measured and recorded at fair value by the Organizations are categorized as follows:

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

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

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

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

Fair Value Measurements (Continued)

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2021 and 2020.

Change in Accounting Principles

Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) 2018-13 Fair Value Measurement (Topic 820): *Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The ASU removes and modifies disclosure requirements retrospectively for nonpublic entities. The ASU is effective for fiscal years beginning after December 15, 2019. The Organizations' consolidated financial statements reflect the application of ASU 2018-13 using a retrospective approach to each period presented.

New Accounting Pronouncements

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

In September 2020, the FASB issued ASU No. 2020-07 on Topic 958, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The FASB ASU requires nonprofits to present contributed nonfinancial assets and gifts-in-kind as a separate line item on your consolidated statement of activities. Additionally, gift-in-kind are to be disaggregated into categories based on the type of gift received and additional qualitative disclosures. The FASB ASU requires the new standard to be applied retrospectively for annual periods beginning after June 15, 2021. The Organizations are currently evaluating the impact this guidance will have on its consolidated financial statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

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

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

Subsequent Events

In preparing these consolidated financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through December 14, 2021, the date the consolidated financial statements were available to be issued.

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party

The Organizations record beneficial interest in assets that are held by Ascentria in the amount of \$997,007 and \$841,000 at June 30, 2021 and 2020, respectively. For the years ended June 30, 2021 and 2020, the Organizations had a loan payable, included in accrued expenses, to the fund totaling \$340,524 for both years ending June 30, 2021 and 2020. Contributed assets are transferred to Ascentria by either the donor or the Organizations with the approval of Ascentria. The donors did not grant variance power to Ascentria.

NOTE 3 RELATED PARTY TRANSACTIONS

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

- The Organizations are charged annually by Ascentria for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$4,558,412 and \$5,395,119 for the years ended June 30, 2021 and 2020, respectively. These expenses have been included on the consolidated statements of activities under the caption Management Fees. In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations.
- In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$5,438 and \$12,994 for the years ended June 30, 2021 and 2020, respectively.
- The Organizations have various office space rentals to and from related parties and vehicle rentals from related parties. Rental revenue from related parties amounted to \$122,592 and \$137,545 for the years ended June 30, 2021 and 2020, respectively. Office space and vehicle related party rents amounted to \$371,039 and \$391,487 for the year ended June 30, 2021 and 2020, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

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

	2021	2020
Due from Related Parties:		
Lutheran Housing Corporation Brockton, Inc.	\$ -	\$ 5,632
Emanuel Development Corporation	-	149
Total	\$ -	\$ 5,781
	2021	2020
Due to Related Parties:		
Ascentria Care Alliance, Inc.	\$ 1,820,131	\$ 3,610,245
Total	\$ 1,820,131	\$ 3,610,245

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution plan (the Plan) qualifying under IRC Section 403(b) maintained by Ascentria. The Plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organizations had no pension costs charged to operations or contributions to the plan during the years ended June 30, 2021 and 2020.

NOTE 5 ACCOUNTS RECEIVABLE

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

	2021	2020
Accounts Receivable - Program Services	\$ 5,248,189	\$ 4,663,528
Less: Allowance for Doubtful Accounts	(54,549)	(44,549)
Accounts Receivable, Net	\$ 5,193,640	\$ 4,618,979

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020**

NOTE 6 CONCENTRATION OF CREDIT RISK (CONTINUED)

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states, through which funding was received, include Massachusetts, New Hampshire, and Maine. Approximately 84% of the Organizations' revenue was received from state and federal agencies directly or via pass through for both years ended June 30, 2021 and 2020.

Beneficial Interest in Net Assets of Related Party

The Organizations' unsecured gifts, held by a related party, amounted to \$997,007 and \$841,000 at June 30, 2021 and 2020, respectively.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$5,193,640 and \$4,618,979 at June 30, 2021 and 2020, respectively.

NOTE 7 PROPERTY AND EQUIPMENT

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

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

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$130,027 and \$131,307 for the years ended June 30, 2021 and 2020, respectively.

NOTE 8 MAINE MEDICAID LIABILITY

ACS provides services for Medicaid eligible individuals under terms of costs-based contracts with the state of Maine. Accordingly, ACS provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the state of Maine accepts the cost report. The amount of the estimated liability was approximately \$550,000 and \$468,000 for the years ended June 30, 2021 and 2020, respectively. Adjustments to these estimates are reflected on the consolidated statement of activities under the caption Grant and Contract Revenue to the extent not previously recorded in the year the final settlement information becomes available to management.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 9 LONG-TERM DEBT

On March 19, 2021, ACS and ACC each received a loan in the amount of \$2,518,900 and \$1,014,120, respectively, to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The PPP Loans bear interest at a fixed rate of 1.0% per annum, with the first six months of interest deferred, has a term of five years, and is unsecured and guaranteed by the U.S. Small Business Administration. Payment of principal and interest is deferred until the date on which the amount of forgiveness is remitted to the lender or, if the Organizations fail to apply for forgiveness within 10 months after the covered period, then payment of principal and interest shall begin on that date. These amounts may be forgiven subject to compliance and approval based on the timing and use of these funds in accordance with the program. The covered periods from March 2021 to September 2021, is the time that a business has to spend their PPP Loan funds. Subsequent to year-end, the Organizations obtained full formal forgiveness from the SBA for their PPP Loans and their associated accrued interest.

The Organizations are liable on long-term debt at June 30, 2021 and 2020 as follows:

<u>Description</u>	<u>2021</u>	<u>2020</u>
<u>Note Payable</u>		
Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is fixed at 7.105% annually.	\$ 165,537	\$ 183,082
Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by ACS at two locations, and guaranteed by Ascentria, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670.	244,247	258,306
Paycheck Protection Program note payable to People's United Bank, totaling \$3,533,020 for both ACS and ACC, bearing interest at 1.00%, due May 2026, subject to forgiveness by the U.S Small Business Administration if certain performance barriers are met.	3,533,020	
<u>Capital Lease Obligations</u>		
ACS is obligated under various capital lease agreements for equipment and motor vehicles, expiring in 2020, with a combined monthly payment of approximately \$2,200 with interest rates ranging from approximately 4% to 8%.	-	1,146
Total Long-Term Debt	3,942,804	442,534
Less: Current Maturities	(33,943)	(32,752)
Long-Term Debt, Net of Current Maturities	<u>\$ 3,908,861</u>	<u>\$ 409,782</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 9 LONG-TERM DEBT (CONTINUED)

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Amount</u>
2022	\$ 33,943
2023	1,008,451
2024	1,011,084
2025	1,014,400
2026	288,307
Thereafter	586,619
Total	<u>\$ 3,942,804</u>

Interest charged to operations for the above long-term debt amounted to \$40,476 and \$32,965 for the years ended June 30, 2021 and 2020, respectively.

NOTE 10 OPERATING LEASES

The Organizations lease land, buildings, equipment, and motor vehicles under various operating lease agreements with terms of 1 to 3 years. Total rent and related expenses amounted to \$1,069,523 and \$1,099,443 for the years ended June 30, 2021 and 2020, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2022	\$ 529,347
2023	357,362
2024	83,035
Total	<u>\$ 969,744</u>

NOTE 11 CONTINGENCIES

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

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 11 CONTINGENCIES (CONTINUED)

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance is \$2,290,000 and \$2,500,000 as of June 30, 2021 and 2020, respectively.

NOTE 12 FAIR VALUE MEASUREMENT

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

The following tables present the Organizations' fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2021 and 2020:

		2021			
		Total	Level 1	Level 2	Level 3
Beneficial Interest in Net					
Assets of Related Party:		\$ 997,007	\$ -	\$ -	\$ 997,007
Total		\$ 997,007	\$ -	\$ -	\$ 997,007
		2020			
		Total	Level 1	Level 2	Level 3
Beneficial Interest in Net					
Assets of Related Party:		\$ 841,000	\$ -	\$ -	\$ 841,000
Total		\$ 841,000	\$ -	\$ -	\$ 841,000

The following table provides a summary of changes in fair value of the Organizations' Level 3 financial assets for the years ended June 30, 2021 and 2020:

	2021	2020
Contributions	\$ 204,543	\$ 64,813
Payments	(43,096)	(201,348)

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY

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

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

	<u>2021</u>	<u>2020</u>
Cash and Cash Equivalents	\$ 4,380,964	\$ 1,088,674
Accounts Receivable, Net	5,193,640	4,618,979
Total Financial Assets	<u>9,574,604</u>	<u>5,707,653</u>
Donor-Imposed Restrictions	<u>(90,284)</u>	<u>(84,844)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 9,484,320</u>	<u>\$ 5,622,809</u>

NOTE 14 COVID-19 IMPACT

In 2020, the World Health Organization declared the spread of Coronavirus (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. In response to the pandemic and in an effort to supplement lost revenues and support increased costs incurred to secure personal protective equipment, the federal and state governments issued stimulus payments to the Organizations. See Note 1 for information on funding received by the Organizations in 2021.

COVID-19 may also impact various parts of the Organizations' 2022 operations and financial results including but not limited to additional costs for emergency preparedness, disease control and containment, potential shortages of personnel, or loss of revenue due to reductions in certain revenue streams. Management believes that the Organizations are taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as of June 30, 2021.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
 SCHEDULE OF EXPENDITURES OF DEPARTMENT AGREEMENTS
 YEAR ENDED JUNE 30, 2021**

<u>Department Office</u>	<u>Agreement Number</u>	<u>Agreement Amount</u>	<u>Agreement Period</u>	<u>Agreement Service</u>	<u>Agreement Status</u>	<u>Federal Expenses</u>	<u>State Expenses</u>	<u>Total Department Expenses</u>
DHHS:								
DPS	ADS-21-2872	\$ 57,828	7/1/2020 - 06/30/2021	Rental Subsidy	Final	\$ -	\$ 48,158	\$ 48,158
DPS	MH2-21-518	32,430	7/1/2020 - 06/30/2021	Community Integration	Final	-	31,431	31,431
Total						\$ -	\$ 79,589	\$ 79,589

Disclosures:

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Pass-Through Agency/Grantor	Pass-Through Entity ID Number	Federal Expenditures	Amounts Provided to Subrecipient
DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	Commonwealth of Massachusetts Department of Social Services	Various	\$ 1,957,875	\$ 23,249
		Commonwealth of Massachusetts Office of Refugee and Immigrants	Various	520,233	
Subtotal CFDA #93.566				<u>2,478,108</u>	
Unaccompanied Alien Children Program	93.676	Commonwealth of Massachusetts Department of Social Services	HHSP233201500046C	108,124	
		Lutheran Immigration and Refugee Service	Various	1,829,710	
Subtotal CFDA #93.676				<u>1,937,834</u>	
Medical Assistance Program	93.778	Commonwealth of Massachusetts Department of Social Services		91,130	
Refugee and Entrant Assistance Wilson/Fish Program	93.583	Commonwealth of Massachusetts Office of Refugee and Immigrants	Various	22,075	
Refugee and Entrant Assistance Discretionary Grants	93.576	Commonwealth of Massachusetts Office of Refugee and Immigrants	Various	72,828	
ARRA - Emergency Contingency Fund for Temporary Assistance for Needy Families (TANF) State Program	93.714	State of Vermont Department of Children and Families	03440-1445-21	45,863	
Total Department of Health and Human Services				<u>4,647,638</u>	
DEPARTMENT OF AGRICULTURE					
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	Commonwealth of Massachusetts Department of Agriculture	CT WEL 44003064 LSS 0001A	374,567	
		State of Vermont Department of Children and Families	Grant#03440-10061-21 FAIN 204VT 406S2519	130,000	
Subtotal CFDA #10.561				<u>504,567</u>	
Farm to School Grant Program	10.575	Commonwealth of Massachusetts Department of Agriculture	CN-F25-FY20-PLN-MA-01	8,619	
Total Department of Agriculture				<u>513,186</u>	
DEPARTMENT OF JUSTICE					
Crime Victim Assistance	16.575	N/A	Various	161,596	
Services for Trafficking Victims	16.320	N/A	2019-VT-BX-0107	288,064	
Total Department of Justice				<u>449,660</u>	
DEPARTMENT OF STATE					
U.S. Refugee Admissions Program	19.510	Lutheran Immigration and Refugee Service	Various	235,855	
DEPARTMENT OF EDUCATION					
Adult Education - Basic Grants to States	84.002	New Hampshire Department of Education	project #87101	60,730	
Rehabilitation Services Vocational Rehabilitation Grants to State	84.126	Commonwealth of Massachusetts Department of Social Services	SCMRC2007ASCENFY1700	560,551	
Total Department of Education				<u>621,281</u>	
Total Federal Awards				<u>\$ 8,467,820</u>	<u>\$ 23,249</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Ascentria Community Services, Inc. and Subsidiary under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Ascentria Community Services, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statements of financial position as of June 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 14, 2021.

Internal Control Over Financial Reporting

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

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

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



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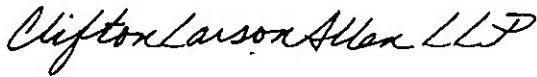
Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Compliance and Other Matters

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

Purpose of this Report

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



CliftonLarsonAllen LLP

Boston, Massachusetts
December 14, 2021



CliftonLarsonAllen LLP
CLAconnect.com

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

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

Report on Compliance for Each Major Federal Program

We have audited Ascentria Community Services, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Ascentria Community Services, Inc.'s major federal programs for the years ended June 30, 2021. Ascentria Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Ascentria Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Ascentria Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Ascentria Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Ascentria Community Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.



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Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2021-001. Our opinion on each major federal program is not modified with respect to these matters.

Ascentria Community Services, Inc.'s response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Ascentria Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of Ascentria Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Ascentria Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Ascentria Community Services, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify deficiencies in internal control over compliance that we consider to be a material weakness. However, material weaknesses may exist that have not been identified.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
December 14, 2021

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2021**

Section I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal Control over Financial Reporting:

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

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major programs:

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

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

Any audit findings disclosed that are to be reported in accordance with 2 CFR 200.516(a)? X yes _____ no

Identification of Major Federal Programs

93.566

Refugee and Entrant Assistance
State/Replacement Designee Administered
Programs

Dollar threshold used to distinguish between Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee? _____ X yes _____ no

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2021**

Section II – Financial Statement Findings

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

Section III – Findings and Questioned Costs – Major Federal Programs

2021 – 001

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

Federal program title: Refugee and Entrant Assistance State/Replacement Designee Administered Programs

Assistance Listing Number: 93.566

Pass-Through Agency: Commonwealth of Massachusetts Department of Social Services and Commonwealth of Massachusetts Office of Refugee and Immigrants

Pass-Through Number(s): INTF0000009922120680; RFP-2018-OHE-01-REFUG-01;

Award Period: 10/1/2019-9/30/2020 and 10/1/2020-9/30/2021

Type of Finding: Other Matters; Internal Control over Compliance

Criteria or specific requirement: The Office of Refugee Resettlement (ORR) requires semi-annual and annual reporting, including a narrative and statistical information on program performance. Reports are required to be sent to the ORR by the 15th day after period end.

Condition: Support was obtained for submission of semi-annual reports for each of the applicable contracts, noting that out of the 20 submissions tested, there were 6 instances where there was either no support provided for the submission or where the report was submitted late.

Context: For each applicable contract, there are semi-annual reporting requirements. Both submissions during fiscal year 2021 were tested for each applicable contract.

Cause: The Organization did not have proper controls in place to ensure timely preparation and filing of the report.

Effect: Required annual reports are not being prepared or filed timely, indicating the organization is not in compliance with contract requirements.

Repeat Finding: No

Recommendation: We recommend that the Organization implement internal controls to monitor filing requirements to ensure timely preparation and filing of reports.

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



Board of Directors 2022

Last Name	First Name	Title(s)	Corporate Officers (current only)	Board & Cmte Officers (current only)
Jenoure	Frederic	Director		Board Chair
Cowlagi	Ashish	Director		Board Secretary
Goodman	Ross	Director		Board Vice Chair
Bartholomew	Alexander	Director		Finance Co-Chair & Board Fin Sec'y
Robertson	Keith	Director		Governance Co-Chair
Mayo	William	Director		Immediate Past President
Bovill	Angela	CEO Director	President	
Mitchell	Aimee	Chief Community Services Officer	Executive Vice President	
Wade	Jeanette	Chief Ops Officer Chief Fin Officer	Executive Vice President	
Bettigole	Michelle	Chief Senior Care Officer	Executive Vice President	
Kinney	Jeff	Chief Strategic Dev't Officer	Executive Vice President	
Sousa	Nicholas	EA Community Svc's & Operations	Assistant Clerk / Secretary	
Browne	Tara	Manager of Exec. Assistants	Corporate Clerk / Secretary	
Russo	Nicholas	Senior Director of Treasury	Treasurer	

Kabin Ghale

Objective

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

Education and Training

BACHELOR DEGREE IN POLITICAL SCIENCE

Bagdugara Collage Darjeeling, India

2006-2009

HIGH SCHOOL DIPLOMA

Kumudini Homes, Kalingpong, India

2003-2005

HEALTH CARE VOCATIONAL TRAINING

Easterseals, Manchester, NH

2011

Work Experience

HEALTH CASE MANAGER -ASCENTRIA CARE ALLIANCE

2022-TILL

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

RESIDENTIAL COUNSELOR (LEAD) - CROTCHED MOUNTAIN SCHOOL

2014 - 2020

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

CASHIER - T&N GAS AND CONVENIENCE STORE

2010 -2014

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

PERSONAL CARE SERVICE PROVIDER - EASTERSEALS NH

2011- 2012

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

Skills and Abilities

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

References

Available upon Request.

FAMOH S. TOURE

SUMMARY:

- Proficient in Microsoft Office Suite, Database Management, PeopleSoft, Taleo ATS, Linux.
- Fluent in both French and English.
- Strong ability in time management, meeting facilitation, provides leadership, train, and delegate staff.
- Ability to effectively market, advertise, recruit, interview, listen, write, explain, and interpret ideas.
- Strong interpersonal skill adapts at collaborating, counseling, negotiating, coaching, and teaming.
- Strong ability to multi tasks, ability to prioritize and meet deadlines.
- Strong ability to diagnose problem, solicit, analyze, interpret information, and provide solutions.
- Strong ability to develop professional working relationships with Stakeholders.

EDUCATION:

Equity Leaders Fellowship, May 2019
Southern NH Area Health Education Center (AHEC)

Certificate of completion

Project Management Professional, December 2014
John Mason Institute, Merrimack, NH

Master of Science Community Economic Development, May 2011
Southern New Hampshire University, Manchester, NH

Certificate in Advanced Leadership for Organizational Transformation, December 2009

Bachelor of Science, Business Administration/Organizational Leadership. Dean's List, February 2009
Southern New Hampshire University, Manchester, NH

TECHNICAL QUALIFICATIONS

OPERATING SYSTEMS: Windows XP/Windows 7, 8.1, 10, Linux Level.

SOFTWARE: MS Office (Outlook, Word, Excel, PowerPoint, Access), Team, Atrium, Taleo ATS.

PROFESSIONAL EXPERIENCES

Refugee and Immigrant Services, Case Manager

Catholic Charities Of Boston (CCB)

November 2020 – Present

- Manage the refugee and immigrant needs by ensuring timely delivery of services in fulfillment of requirements outlined in the Cooperative Agreement and Guidelines.
- Facilitate reception & placement (R&P) intake and match grant (MG) intake.
- Develops and implements Resettlement Service Plans in the consultation with clients based on the individual challenges and needs.
- Explain, orient, and provide Massachusetts Refugee Resettlement Program (MRRP) form to clients and monitor forms/documents for accuracy.
- Facilitate comprehensive Massachusetts Refugee Resettlement Program (MRRP) and make referrals to services if necessary.

- Help eligible refugees/immigrants apply for Mass-Health, Refugee Cash Assistance (RCA) and Transitional Aid to Families with dependent Children (TAFDC).
- Enroll all eligible immigrant clients in Massachusetts State RISIS database.
- Manage and distribute Refugee Cash Assistance (RCA). Conduct and facilitate team meetings.
- Documents all contacts and services in client case files and maintains case logs.

Resettlement Case Manager

Church World Service (CWS)

December 2020 – November 2021

- Managed the resettlement of clients by ensuring timely delivery of services and fulfilment of requirements outlined in the Cooperative Agreement and Guidelines.
- Developed and implemented Resettlement Service Plans in the consultation with clients based on the individual challenges and needs.
- Performed safety home evaluation and inspection and provide in-home orientation to clients.
- Facilitated reception & placement (R&P) intake and match grant (MG) intake.
- Managed Resettlement and Match Grant budgets. Conducted and facilitated service plan meetings.
- Documented all contacts and services in client case files and maintains case logs.
- Completed 90-days, 120-days and 180-days reports on IRIS.
- Completed MG program pre-employment and post-employment case budget.
- Connected clients to in-house support and makes referrals to external service providers, as necessary.
- Completed Service Deadline Calculator. Reviewed case and closed case file.

Program Manager

Organization for Refugee and Immigrant Success (ORIS)

August 2019 – December 2020

- Recruited, trained/coached, supervised, and evaluated staff; facilitated team meetings.
- Oversaw funded programs to provide case management, employment, and training.
- Worked with banks and community collaborative agencies to design and implement financial literacy.
- Developed working relationship with local employers and other collaborative agencies.
- Participated in speaking engagements to educate public on refugee/immigrant issues.

Interpreting Program Coordinator/Recruiter

International Institute of New England

November 2016- May 2019

- Recruited, screened, trained, and managed interpreters/translators.
- Marketed and advertised. Supervised Interpreting Program Assistant.
- Ensured that all services provided by the interpretation staff operate within the policies.

Program Manager

Organization for Refugee and Immigrant Success (ORIS)

May 2014 – October 2016

- Provided orientation Refugees/Immigrants/counseling. Oversaw grants in compliance with agreements.
- Participated in community meetings and ensured program follows ORIS policies.
- Assessed clients' job readiness skills, assisted in résumé preparation and job placement.

Case Manager

Community Bridges, Concord NH

December 2012-April 2014

- Designed Service Agreements (BSA/ISP) with related goals. Facilitated person centered planning.
- Monitored and evaluate monthly progress notes from vendors. Initiated request for proposals (RFP).
- Evaluated various incident reports and submitted them to human rights committee.
- Reviewed proposals and evaluate budgets from vendors. Submitted both to fiscal.

Case Manager/Employment Specialist

International Institute of NH, Manchester, NH

July 2009 – November 2012

- Secured apartments and set-up apartments with volunteers.
- facilitated reception & placement (R&P) intake and match grant (MG) intake.
- Provided new arrival orientation. screened applicants to determine program eligibility.
- Wrote case notes, completed R&P and MG reports.
- Ensured program complied with contractual agreements and International Institute's policies.
- Assessed clients' job readiness skills. Assisted in résumé preparation and job placement.

**Assistant Program Manager/Program Manager
Granite Bay Connections. Concord, NH**

January 2008-June 2009

- Supervised employees. monitored, implemented, and provided an update on individual's behavior plan.
- Provided counseling regarding behavior plan/goals. Served as a DSP as needed.
- Evaluated incident reports; prepared monthly progress notes in accordance with individual ISP's goals.

References:

Ascentria Community Services

Key Personnel

Afghan Health Promotion

7/1/2022-6/30/23				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kabin Ghale	Resettlement Navigator -- Community Health	\$ 45760	20 %	\$ 9152
Famoh Toure	Program Manager	\$ 62400	8 %	\$ 4680

7/1/2023-9/30/23				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kabin Ghale	Resettlement Navigator -- Community Health	\$ 45760	25 %	\$ 2860
Famoh Toure	Program Manager	\$ 62400	10 %	\$ 1560

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Mac

Lori A. Shibiaette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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

April 1, 2022

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

REQUESTED ACTION

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

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	\$117,187.50	\$130,425.00	\$247,612.50
International Institute of New England, Inc.	177551	Manchester, NH	\$117,187.50	\$130,425.00	\$247,612.50
		Total:	\$234,375.00	\$260,850.00	\$495,225.00

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

Digitally signed by:
Lori A. Shabinette
248A837E08F8A88

Lori A. Shabinette
Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Amendment to the New Hampshire Refugee Health Promotion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ascentria Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, (Item #15), as amended on December 18, 2020, (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$247,612.50
2. Modify Exhibit B, Scope of Services by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded with 100% federal funds from Administration for Children & Families, as awarded on October 25, 2021 and December 29, 2021, by the Administration for Children & Families; CFDA# 93.566.
4. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-10, Budget – Amendment #2.
5. Add Exhibit C-5, Budget – Amendment #2, Exhibit C-6, Budget – Amendment #2, Exhibit C-7, Budget – Amendment #2, Exhibit C-8, Budget – Amendment #2, Exhibit C-9, Budget – Amendment #2 and Exhibit C-10, Budget – Amendment #2, which are attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/19/2022

Date

DocuSigned by:

Ann H. Landry

24B8B37E0BEB489

Name: Ann H. Landry

Title:

Associate Commissioner

Ascentria Community Services, Inc.

4/12/2022

Date

DocuSigned by:

Aimee Mitchell

A6B8CC3A777C49C

Name: Aimee Mitchell

Title:

Chief Community Services Officer

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

OFFICE OF THE ATTORNEY GENERAL

4/20/2022

Date

DocuSigned by:
Takhmina Rakhmatova
PDF521C325C34AC
Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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



EXHIBIT B – Amendment #2

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services and activities that promote the health and wellness of designated Office of Refugee Resettlement (ORR)-eligible populations by:
 - 1.1.1. Providing opportunities to increase health literacy;
 - 1.1.2. Coordinating physical health and mental health care;
 - 1.1.3. Building capacity within communities to address mental health needs including but not limited to help overcoming stigmas associated with mental health care; and
 - 1.1.4. Creating opportunities for social engagement to reduce isolation, including but not limited to organizing wellness groups.
- 1.2. The Contractor shall provide services, statewide, to ORR-eligible populations to increase access to health care and reduce gaps in services, with an emphasis on the geographic areas of Concord, Manchester and Nashua. Services must include, but are not limited to:
 - 1.2.1. Physical and mental health case management.
 - 1.2.2. Health orientations.
 - 1.2.3. Health education.
 - 1.2.4. Home visiting.
 - 1.2.5. Targeted wellness groups.
 - 1.2.6. Health provider education.
- 1.3. The Contractor shall ensure all required services in 1.2 are:
 - 1.3.1. Client-centered;
 - 1.3.2. Trauma-informed;
 - 1.3.3. Strengths-based; and
 - 1.3.4. Culturally and Linguistically Appropriate (CLAS).
- 1.4. The Contractor shall provide physical health and mental health case management services to ORR-eligible clients who require care beyond the initial health examination, which includes, but is not limited to:
 - 1.4.1. Scheduling and coordinating health, including mental health, appointments.
 - 1.4.2. Accompanying clients to health appointments.

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



EXHIBIT B – Amendment #2

- 1.4.3. Providing and/or facilitating the provision of transportation to and from health appointments.
- 1.4.4. Ensuring appropriate interpreter services are available to clients during health appointments with providers, as needed.
- 1.4.5. Assisting ORR-eligible populations to obtain appropriate health insurance.
- 1.5. The Contractor shall provide uniform, continuous and timely transition of case management services from the initial refugee health examination and/or on day ninety-one (91) of resettlement, whichever is sooner, including all needed follow-up care, to ensure no gaps in services and continuity of care.
- 1.6. The Contractor shall schedule an initial dental examination for all ORR-eligible children 0-18 years of age within six (6) months of arrival.
- 1.7. The Contractor shall conduct health orientations that shall include, but are not limited to, the following topics:
 - 1.7.1. Navigating the U.S. health care system.
 - 1.7.2. Health insurance, including Refugee Medical Assistance.
 - 1.7.3. Privacy and consent laws.
 - 1.7.4. The right to language assistance in health care settings and the role of interpreters.
 - 1.7.5. Transportation options for medical appointments including, but not limited to:
 - 1.7.5.1. Public transportation training.
 - 1.7.5.2. Arranging Medicaid transportation.
 - 1.7.6. Understanding the different types of health care providers including, but not limited to:
 - 1.7.6.1. Primary care providers.
 - 1.7.6.2. Specialists.
 - 1.7.6.3. Pharmacists.
 - 1.7.7. Understanding the different types of health care and when, where and how to access each type including, but not limited to:
 - 1.7.7.1. Preventive.
 - 1.7.7.2. Urgent.
 - 1.7.7.3. Emergency.

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



EXHIBIT B – Amendment #2

- 1.7.8. Understanding the availability of mental/behavioral health services, including but not limited to treatment for substance use disorders, and when, where and how to access services.
- 1.7.9. Scheduling, keeping and cancelling appointments.
- 1.7.10. What to bring to appointments.
- 1.7.11. Medication, including but not limited to:
 - 1.7.11.1. The difference between prescribed medication and over-the-counter (OTT) medication.
 - 1.7.11.2. Refills.
 - 1.7.11.3. Dosage instructions.
 - 1.7.11.4. Side effects.
- 1.8. The Contractor shall provide appropriate interpreter services and translated materials at all health orientations.
- 1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new ORR-eligible populations, and modify the curriculum as needed, with approval from the Department.
- 1.10. The Contractor shall maintain documentation of individual ORR-eligible clients who have received health orientation services, including but not limited to:
 - 1.10.1. The individual clients who participated in a health orientation;
 - 1.10.2. The topic(s) of orientation completed by each participant;
- 1.11. The Contractor shall conduct both group, defined as a minimum of two (2) participants, and individual health orientations, including a minimum of one (1) home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.
- 1.12. The Contractor shall provide solely, or in collaboration with other organizations, health education to ORR-eligible populations. The Contractor shall:
 - 1.12.1. Identify topics of concern in each of the various ORR-eligible populations and prioritize topics that are most urgent or relevant on an ongoing basis.
 - 1.12.2. Invite and arrange for outside organizations to provide individual and/or group health education sessions on topics within their area(s) of expertise, which may include the topics identified in Subsection 1.12.6. below;
 - 1.12.3. Schedule presenters;
 - 1.12.4. Ensure the provision of interpreter services;
 - 1.12.5. Notify clients of class schedules;

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



EXHIBIT B – Amendment #2

- 1.12.6. Ensure health education sessions include topics relevant to ORR-eligible populations that may include, but are not limited to:
 - 1.12.6.1. Health insurance terms, coverage requirements and options, and the enrollment process.
 - 1.12.6.2. Disabilities including, but not limited to, autism.
 - 1.12.6.3. Women's health including, but not limited to, domestic violence and reproductive health.
 - 1.12.6.4. Men's health.
 - 1.12.6.5. Emotional Wellness.
 - 1.12.6.6. Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) health.
 - 1.12.6.7. Oral health and hygiene.
 - 1.12.6.8. Vision health.
 - 1.12.6.9. Nutrition and benefits of exercise.
 - 1.12.6.10. Human Immunodeficiency Virus (HIV).
 - 1.12.6.11. Tuberculosis risk reduction.
 - 1.12.6.12. Fire safety.
- 1.13. The Contractor shall distribute satisfaction surveys at health education sessions in order to survey clients on:
 - 1.13.1. The usefulness of the information provided;
 - 1.13.2. Presentation style; and
 - 1.13.3. Other relevant information.
- 1.14. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.
- 1.15. The Contractor shall facilitate the provision of non-clinical interventions including but not limited to wellness groups to:
 - 1.15.1. Promote refugee wellness;
 - 1.15.2. Reduce isolation; and
 - 1.15.3. Prevent suicide.
- 1.16. The Contractor shall facilitate a minimum of three (3) wellness groups each Contract year, utilizing an evidence-based curriculum that may include, but is not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

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



EXHIBIT B – Amendment #2

- 1.17. The Contractor shall implement the Family Strengthening Intervention for Refugees, a home visiting family-based preventive intervention, to a minimum of five-(5) families each Contract year.
- 1.18. The Contractor shall support and/or assist with ORR-eligible population periodic emotional distress screenings using evidence-based tools that may include, but are not limited to, the Refugee Health Screener 15 (RHS-15), and communicate results and make referrals to health care providers as needed.
- 1.19. The Contractor shall maintain relationships with health care providers, including mental health providers, within the refugee resettlement network; and develop and foster relationships with a minimum of four (4) health care/mental health care providers who are not in the refugee resettlement network through:
 - 1.19.1. Outreach;
 - 1.19.2. Education; and
 - 1.19.3. Meetings.
- 1.20. The Contractor shall ensure relationships with health care providers/mental health providers within, and not within, the refugee resettlement network focus on, but are not limited to:
 - 1.20.1. Health needs and culture of ORR-eligible populations.
 - 1.20.2. Barriers to care that may include, but are not limited to:
 - 1.20.2.1. Language.
 - 1.20.2.2. Cultural factors.
 - 1.20.2.3. Transportation issues.
 - 1.20.3. Adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.20.4. National Standards for CLAS in health and healthcare.
- 1.21. The Contractor shall provide education and training to ORR-eligible populations on the availability of health insurance through employers, the Marketplace, expanded Medicaid and/or other financial assistance options at various stages of resettlement, which will include, but is not limited to:
 - 1.21.1. Assistance accessing and navigating the various health insurance options available;
 - 1.21.2. Assisting with health insurance enrollment applications; and/or
 - 1.21.3. Making referrals to organizations for assistance with health insurance applications.
- 1.22. The Contractor shall provide planning and evaluation assistance to the Department including, but not limited to:

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EXHIBIT B – Amendment #2

- 1.22.1. Developing and collecting satisfaction surveys distributed at orientations, health sessions and trainings.
- 1.22.2. Tracking data, including:
 - 1.22.2.1. Number of referrals made;
 - 1.22.2.2. Number of training sessions and participants;
 - 1.22.2.3. Number of consultations or point of contact with providers; and
 - 1.22.2.4. Number of meetings and training sessions.
- 1.22.3. Collecting feedback from health service providers to evaluate the success of case management coordination, and implementing adjustments as necessary.
- 1.22.4. Collecting internal feedback from staff, particularly case managers and other case management specialists to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.
- 1.23. The Contractor shall communicate the results from ORR-eligible clients' health examinations conducted by a third party to medical providers as needed.
- 1.24. The Contractor shall facilitate referrals to behavioral health providers as needed.
- 1.25. The Contractor shall participate in virtual or in-person meetings with the Department upon request.
- 1.26. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 1.27. Staffing and Training
 - 1.27.1. The Contractor shall ensure the following staff positions to carry out the services as specified in this Scope of Services:
 - 1.27.1.1. Two (2) Case Managers:
 - 1.27.1.1.1. One (1) Case Manager who shall provide physical health case management services; and
 - 1.27.1.1.2. One (1) Case Manager who shall provide mental health case management services to ORR-eligible populations with complex health conditions.
 - 1.27.1.2. One (1) Administrator. Responsibilities include, but are not limited to:

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New Hampshire Refugee Health Promotion Program**



EXHIBIT B – Amendment #2

- 1.27.1.2.1. Oversight and supervision of the two (2) Case Managers including performing all supervisory duties; and
 - 1.27.1.2.2. Oversight of the reporting process and ensuring all required reporting is complete and submitted to the Department timely in accordance with Section 2. Reporting Requirements.
- 1.28. The Contractor shall ensure staff participate in trainings on the following subject matters:
- 1.28.1. Understanding health insurance coverage and enrollment requirements on the state and federal levels in order to assist ORR-eligible populations obtain appropriate health insurance;
 - 1.28.2. Implementing the Family Strengthening Intervention for Refugees as specified in Subsection 1.17; and
 - 1.28.3. Professional development training that may include, but is not limited to, the National Alliance on Mental Illness Mental Health First Aide training, to inform practices.

2. Reporting Requirements

- 2.1. The Contractor shall submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than fifteen (15) days after the end of each reporting period, and upon request by the Department. Semi-annual reports must include, but are not limited to:
 - 2.1.1. Number of new arrivals by:
 - 2.1.1.1. Gender;
 - 2.1.1.2. Age;
 - 2.1.1.3. Country of origin; and
 - 2.1.1.4. Immigration status.
 - 2.1.2. Number of clients receiving tuberculosis screening within the following time frames:
 - 2.1.2.1. Thirty (30) days of arrival;
 - 2.1.2.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.2.3. Ninety (90) days or more.
 - 2.1.3. Number receiving initial health exam within the following time frames:
 - 2.1.3.1. Thirty (30) days of arrival;
 - 2.1.3.2. Thirty (30) to ninety (90) days of arrival; and

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



EXHIBIT B – Amendment #2

- 2.1.3.3. Ninety (90) days of arrival or more.
- 2.1.4. Number of children six (6) months to sixteen (16) years of age who have been screened for lead.
- 2.1.5. Number of children two (2) to eighteen (18) years of age scheduled for first dental examination within six (6) months of arrival.
- 2.1.6. Number of clients referred to the following:
 - 2.1.6.1. Primary care provider;
 - 2.1.6.2. Dental care provider;
 - 2.1.6.3. Emergency room;
 - 2.1.6.4. Mental health provider;
 - 2.1.6.5. Infectious disease specialist;
 - 2.1.6.6. Vision care provider;
 - 2.1.6.7. Hearing care provider;
 - 2.1.6.8. HIV services;
 - 2.1.6.9. Tuberculosis follow-up services;
 - 2.1.6.10. Pre-natal care provider;
 - 2.1.6.11. Other specialists as well as the other conditions identified by the State Refugee Health Coordinator.
- 2.1.7. Demographic data for ORR-eligible clients served, including:
 - 2.1.7.1. Gender;
 - 2.1.7.2. Age;
 - 2.1.7.3. Primary language; and
 - 2.1.7.4. Country of origin.
- 2.1.8. Number of clients receiving health case management services.
- 2.1.9. Number of clients receiving mental health case management services.
- 2.1.10. Number of clients participating in a wellness groups.
- 2.1.11. Number of clients receiving initial health orientation and topic(s) covered.
- 2.1.12. Number of clients receiving health education and topic(s) covered.
- 2.1.13. Number of families participating in Family Strengthening Intervention for Refugees, including:
 - 2.1.13.1. Number of home visits completed;

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



EXHIBIT B – Amendment #2

- 2.1.13.2. The topics covered during each home visit; and
- 2.1.13.3. Number or percentage of new ORR-eligible clients receiving a health home visit.
- 2.1.14. Number of health providers receiving training.
- 2.1.15. Number of health case manager trainings and topic(s).
- 2.1.16. Number of ORR-eligible clients educated and/or referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.
- 2.2. The Contractor shall identify and submit the primary health related issues of concern in each of the ORR-eligible client communities to the Department. Primary health related issues may include, but are not limited to:
 - 2.2.1. Diabetes.
 - 2.2.2. Hypertension.
 - 2.2.3. Mental health.
 - 2.2.4. Oral health concerns.
- 2.3. The Contractor shall submit a final program report to the Department no later than fifteen (15) calendar days prior to the contract completion date.
- 2.4. The Contractor may be requested to provide additional key data and metrics to the Department on an as needed basis.

3. Performance Measures

- 3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:
 - 3.1.1. 100% of new ORR-eligible arrivals receive health-related orientations and/or workshops/trainings throughout the contract period, with priority given to those who have been in the United States for two (2) years or less;
 - 3.1.2. 100% of ORR-eligible clients who require care beyond the initial medical examination receive case management services, including mental health case management services, in accordance with Subsection 1.4;
 - 3.1.3. 100% of adult ORR-eligible clients receive assistance accessing affordable health insurance upon arrival;
 - 3.1.4. 100% of adult ORR-eligible clients are educated on the need to obtain appropriate health insurance when transitioning off of Refugee Medical Assistance;

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EXHIBIT B – Amendment #2

- 3.1.5. All written materials and resources produced are translated;
- 3.1.6. Interpreter services are coordinated consistently and regularly throughout the contract period;
- 3.1.7. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:
 - 3.1.7.1. Accessing and navigating the US Health System in order to obtain health insurance;
 - 3.1.7.2. Scheduling and keeping health appointments; and
 - 3.1.7.3. Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.
- 3.1.8. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible adult clients gained knowledge on a minimum of one (1) health topic.
- 3.1.9. A minimum of three (3) Wellness Groups are facilitated each contract year;
- 3.1.10. A minimum of five (5) families are enrolled in and receive the Family Strengthening Intervention for Refugees each contract year;
- 3.1.11. A minimum of four (4) new relationships are established with providers outside of the refugee resettlement network each contract year.
- 3.1.12. A minimum of four (4) meetings with providers within the refugee resettlement network are conducted each contract year.
- 3.2. The Contractor shall develop and submit a corrective action plan for any performance measure(s) not on target to be achieved annually, in accordance with Subsection 3.1, to the Department on a quarterly basis until such time all measures are achievable annually, that must include:
 - 3.2.1. The barrier(s) to achieving the measure(s) annually; and
 - 3.2.2. A detailed plan to achieve the measure(s) annually that must include, but is not limited to, a timeline.

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



EXHIBIT B – Amendment #2

Additional Terms

3.3. Impacts Resulting from Court Orders or Legislative Changes

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

3.4. Culturally and Linguistically Appropriate Services (CLAS)

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

3.5. Credits and Copyright Ownership

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

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

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

3.5.3.1. Brochures.

3.5.3.2. Resource directories.

3.5.3.3. Protocols or guidelines.

3.5.3.4. Posters.

3.5.3.5. Reports.

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

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



EXHIBIT B – Amendment #2

3.6. Operation of Facilities: Compliance with Laws and Regulations

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

3.7. Eligibility Determinations

- 3.7.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.7.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3.7.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 3.7.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

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New Hampshire Refugee Health Promotion Program**



EXHIBIT B – Amendment #2

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

5. Termination Report/Transition Plan

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

^{DS}
RM

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



EXHIBIT B – Amendment #2

- 5.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 5.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

6. Exhibits Incorporated

- 6.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.
- 6.2. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties and is incorporated by reference herein.
- 6.3. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

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Exhibit C-5, Budget - Amendment #2

New Hampshire Department of Health and Human Services

State Name: Acornia Community Services, Inc.

Budget Request for: Bulgeon Health Promotion Program (Alpha)

Budget Period: 11/2022 - 6/2023

Line Item	Total Program Cost		Contributor Share (Month)			Funded by (Cost covered share)		
	Current	Request	Request	Request	Request	Request	Request	Request
1. Staff Salaries	2,117		2,117				2,117	
2. Employee Benefits	2,071		2,071				2,071	
3. Contract Labor	100		100				100	
4. Equipment								
5. Office and Maintenance								
6. Travel								
7. Printing								
8. Telephone								
9. Energy Expenses								
10. Insurance								
11. Professional Fees								
12. Other (If other support/contract)								
13. Other (If other support/contract)								
14. Other (If other support/contract)								
15. Other (If other support/contract)								
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100. Other (If other support/contract)								
TOTAL	11,791	3,272	14,643				14,643	



 Date: 4/17/2022

Exhibit C-6. Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Acadia Community Services, Inc.
 Budget Request for: Refugee Health Promotion Program (Health Promotion Services)
 Budget Period: 7/1/21 - 6/30/22

Line Item	Total Program Cost			[Contractor (Award) Match]			Funded by DHSB (contract award)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Other Salary/Wages	12,879	-	12,879	-	-	-	12,879	-	12,879
2. Contractor Benefits	3,022	-	3,022	-	-	-	3,022	-	3,022
3. Contract Fee	-	-	-	-	-	-	-	-	-
4. Equipment	50	-	50	-	-	-	50	-	50
5. Travel and Mileage	-	-	-	-	-	-	-	-	-
6. Materials/Supplies	-	-	-	-	-	-	-	-	-
7. Subcontract	-	-	-	-	-	-	-	-	-
8. Indirect	-	-	-	-	-	-	-	-	-
9. Other	-	-	-	-	-	-	-	-	-
10. Fringe	100	-	100	-	-	-	100	-	100
11. Other	20	-	20	-	-	-	20	-	20
12. Contingency	1,250	-	1,250	-	-	-	1,250	-	1,250
13. Contract Admin	-	-	-	-	-	-	-	-	-
14. Insurance	200	-	200	-	-	-	200	-	200
15. Subcontract	-	-	-	-	-	-	-	-	-
16. Audit and Legal	50	-	50	-	-	-	50	-	50
17. Insurance	175	-	175	-	-	-	175	-	175
18. Other Expenses	-	-	-	-	-	-	-	-	-
19. Software Licenses / Support	-	-	-	-	-	-	-	-	-
20. Marketing Communications	-	-	-	-	-	-	-	-	-
21. Staff Education and Training	-	-	-	-	-	-	-	-	-
22. Supportive Agreements	75	-	75	-	-	-	75	-	75
23. Other contractual/financial	-	-	-	-	-	-	-	-	-
24. Indirect (7.5% of salary/wages)	-	965	965	-	-	-	-	965	965
Indirect (7.5% of total)	-	-	-	-	-	-	-	-	-
TOTAL	25,117	965	26,082	-	-	-	25,117	965	26,082

Indirects are a Portion of Direct



 Date: 4/12/2022

Exhibit C-7, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: **Academe Community Services, Inc.**

Budget Request for: **Refugee Health Protection Program (Allyson)**

17404816

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS covered share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	13,856		13,856				13,856		13,856
2 Medicare Benefits	2,528		2,528				2,528		2,528
3 Computers	100		100				100		100
4 Rent									
5 Health and Insurance	100		100				100		100
6 Medical Supplies									
7 Utilities									
8 Telephone									
9 Lab									
10 Pharmacy									
11 Medical									
12 Office	713		713				713		713
13 Computers	1,150		1,150				1,150		1,150
14 Current Contract									
15 Telephone	100		100				100		100
16 Printing	25		25				25		25
17 Transportation									
18 Fuel and Lease	20		20				20		20
19 Insurance	100		100				100		100
20 Bond Liability									
21 Building Contract Support									
22 Marketing Communications									
23 Staff Education and Training									
24 Professional Agreements									
25 Other (to meet the program's needs)									
26 Health Facility Support									
27 Indirect: 14.8% of salaries/wages		3,628	3,628					3,628	3,628
28 Indirectly supported									
TOTAL	15,720	3,628	19,348				15,720	3,628	19,348

Indirect As A Percent of Direct 18.52%

Exhibit C-8, Budget - Amendment #2

New Hampshire Department of Health and Human Services


Division Name: Access Community Services, Inc.

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

Budget Period: 7/0/22 - 6/30/23

Line Item	Total Project Cost			Contractor Start / Match			Funded by DPH 20-0000 0/0/0		
	Dollars	YTD	Total	Dollars	YTD	Total	Dollars	YTD	Total
1. Labor (Salary/Wages)	20,720		20,720				20,720		20,720
2. Contractual Services	7,221		7,221				7,221		7,221
3. Consultants									
4. Equipment	100		100				100		100
5. Office									
6. Printing and Reproduction									
7. Purchases (Supplies)									
8. Supplies									
9. Travel	1,000		1,000				1,000		1,000
10. Computers	7,000		7,000				7,000		7,000
11. Contract Expenses									
12. Telephone	877		877				877		877
13. Postage	0		0				0		0
14. Insurance	75		75				75		75
15. Other (miscellaneous)	150		150				150		150
16. Indirect: 28.11% of total contract			7,373						7,373
TOTAL	44,463		44,463				44,463		44,463

Indirect As A Percent of Direct 18.57%


 Date: 4/12/2022

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Exhibit C-9. Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Acacia Community Services, Inc.
 Budget Request for: People's Health Partnership Program (Mylan)
 Budget Period: 1/1/2023 - 9/30/23

Line Item	Total Program Cost			Contractor Share (Roth)			Funded by Other Sources (MHA)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Personnel	2,624	-	2,624	-	-	-	2,624	-	2,624
2. Employee Benefits	724	-	724	-	-	-	724	-	724
3. Contract	13	-	13	-	-	-	13	-	13
- Rental	-	-	-	-	-	-	-	-	-
- Repair and Maintenance	-	-	-	-	-	-	-	-	-
- Purchase of Equipment	-	-	-	-	-	-	-	-	-
4. Supplies	20	-	20	-	-	-	20	-	20
- Cartridges	-	-	-	-	-	-	-	-	-
- Ink	-	-	-	-	-	-	-	-	-
- Paper	-	-	-	-	-	-	-	-	-
- Other	-	-	-	-	-	-	-	-	-
5. Travel	100	-	100	-	-	-	100	-	100
6. Occupancy	228	-	228	-	-	-	228	-	228
7. Capital Expenses	-	-	-	-	-	-	-	-	-
- Hardware	5	-	5	-	-	-	5	-	5
- Software	-	-	-	-	-	-	-	-	-
- Furniture and Lease	-	-	-	-	-	-	-	-	-
- Insurance	17	-	17	-	-	-	17	-	17
- Other Expenses	-	-	-	-	-	-	-	-	-
8. Information Computer Expense	-	-	-	-	-	-	-	-	-
9. Marketing Communications	-	-	-	-	-	-	-	-	-
10. Staff Education and Training	-	-	-	-	-	-	-	-	-
11. Subcontract Agreements	-	-	-	-	-	-	-	-	-
12. Other Organizational Expenses	-	-	-	-	-	-	-	-	-
13. Total Program Cost	3,801	0	3,801	0	0	0	3,801	0	3,801
14. Indirect - 10% of Direct	-	380	380	-	-	-	-	-	380
15. Indirect - 10% of Total	-	380	380	-	-	-	-	-	380
TOTAL	3,801	760	4,561	0	0	0	3,801	380	4,181

Indirect As a Percent of Direct: 21.5%



 Date: 4/12/2022

Exhibit C-10, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: **Aacosta Community Services, Inc.**
 Budget Request for: **Refugee Health Promotion Program (Health Promotion Services)**
 Budget Period: **7/30/21 - 6/30/22**

Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct Government Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Laboratory Supplies	8,540	-	8,540	-	-	-	8,540	-	8,540
2. Existing Materials	1,837	-	1,837	-	-	-	1,837	-	1,837
3. Equipment	50	-	50	-	-	-	50	-	50
Rentals	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase Description	-	-	-	-	-	-	-	-	-
4. Subgrant	-	-	-	-	-	-	-	-	-
Local Share	-	-	-	-	-	-	-	-	-
LSP	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Travel	25	-	25	-	-	-	25	-	25
Other	403	-	403	-	-	-	403	-	403
5. Contract	628	-	628	-	-	-	628	-	628
6. Central Expenses	-	-	-	-	-	-	-	-	-
Telephone	10	-	10	-	-	-	10	-	10
Equipment	10	-	10	-	-	-	10	-	10
Supplies	25	-	25	-	-	-	25	-	25
Fuel and Local	100	-	100	-	-	-	100	-	100
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
7. Indirect Expenses	-	-	-	-	-	-	-	-	-
8. Marketing Communications	-	-	-	-	-	-	-	-	-
9. Staff Education and Training	-	-	-	-	-	-	-	-	-
10. Indirectly Incurred Expenses	-	-	-	-	-	-	-	-	-
11. Other (Contractor Share)	192	-	192	-	-	-	192	-	192
12. Indirect, 15.88% of subgrant/contract (Federally negotiated)	-	1,991	1,991	-	-	-	-	1,991	1,991
TOTAL	9,722	1,991	11,713	-	-	-	9,722	1,991	11,713

Indirect is a Percent of Direct: 19.87%

7
max



Lori A. Shilbatter
Commissioner

Lori A. Weaver
Deputy Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-853-3345 Ext 9200
Fax: 603-271-4912 TDD/Access: 1-800-735-2964 www.dhhs.nh.gov

November 3, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Shibamoto
Commissioner

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

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

Ascentna Community Services, Inc.

Vendor #222201

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

International Institute of New England, Inc.

Vendor #177551

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

Overall Total	\$ 225,000.00	\$ 9,375.00	\$ 234,375.00
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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**



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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$117,187.50.
3. Modify Exhibit C-1, Budget Sheet by replacing in its entirety with Exhibit C-1, Budget Sheet Amendment #1, which is attached hereto and incorporated by reference herein.



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

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

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

State of New Hampshire
Department of Health and Human Services

11/12/2020

Date

DocuSigned by:

Ann H. N. Landry

748837ED9E8488

Name: Ann H. N. Landry

Title: Associate Commissioner

Ascentria Community Services, Inc.

11/6/2020

Date

DocuSigned by:

Jeffrey Kinney

74878A4B3784C5

Name: Jeffrey Kinney

Title: chief of staff & External Relations



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

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

OFFICE OF THE ATTORNEY GENERAL

11/12/2020

Date

DocuSigned by:

NAME: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services

Medicaid Program Name: Assisted Community Services, Inc.

Budget Request for: New Hampshire Budget Health Promotion Program
Year: 2020

Budget Period: 01/01/20 - 03/31/21

Fiscal Year	Total Program Cost			Costs Under State Control			Funded by (2020 and/or 2021) Other		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Program	21,124		21,124				21,124		21,124
2. Personnel	11,111		11,111						
3. Equipment	1,420		1,420				1,420		1,420
4. Supplies	201		201				201		201
5. Travel	1,420		1,420				1,420		1,420
6. Contractual	1,420		1,420				1,420		1,420
7. Current Expenses	1,420		1,420				1,420		1,420
8. Depreciation	1,420		1,420				1,420		1,420
9. Intangible Assets	1,420		1,420				1,420		1,420
10. Other (miscellaneous)	1,420		1,420				1,420		1,420
11. Total	21,124		21,124				21,124		21,124
12. Total	21,124		21,124				21,124		21,124

Approved by: [Signature] Director



Lori A. Shiblette
Commissioner

15
max

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

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

March 20, 2020

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

REQUESTED ACTION

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
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EXPLANATION

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

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

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

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

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

Refugee Health Promotion services provided by the Contractors will

- (1) Promote the health literacy of refugees to enable them to access and navigate the U.S. Health Care System independently;
- (2) Ensure refugees obtain all needed medical and mental health services in a timely and culturally appropriate manner;
- (3) Increase refugee access to affordable health care over the long term; and
- (4) Assist refugees become self-sufficient and decrease the need for public assistance.

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

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,



FUK Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc.

Vendor #222201

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

International Institute of New England, Inc.

Vendor #177551

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42200012	\$ 32,809.00
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2024	102/500731	Contracts for Program Services	42200012	\$ 4,891.00
		Sub Total	42200012	\$ 112,500.00

Overall Total	\$ 225,000.00
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Subject: New Hampshire Refugee Health Promotion Program (SS-2021-OHE-01-REFUG-01)


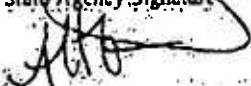
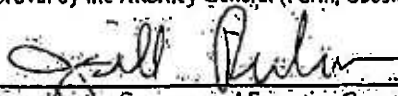
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc		1.4 Contractor Address 14 East Worcester Street Suite 300 Worcester, MA, 01604, USA	
1.5 Contractor Phone Number (774) 243-3900	1.6 Account Number 05-095-042-7922000-42200012	1.7 Completion Date August 14, 2023	1.8 Price Limitation \$112,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 3/19/20		1.12 Name and Title of Contractor Signatory Timothy Johnstone, Chief Operating Officer	
1.13 State Agency Signature  Date: 3/25/20		1.14 Name and Title of State Agency Signatory Ann Landry, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/2/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials:

Date: 

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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


Date 8/19/20

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B**



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services and activities that promote the health and wellbeing of designated eligible refugees. Services shall include, but are not limited to, medical and mental health case management, health orientations, health education, and health provider education. Services will ensure that refugees: (1) obtain needed health (including mental health) care beyond the initial health screening; and (2) gain the basic knowledge and skills they need to navigate the U.S. health care system and to manage their own health and health care independently. Services will help to increase refugee access to health care and to reduce gaps in services.
- 1.2. The Contractor shall ensure services are delivered statewide with a focus on the geographic areas of Concord, Manchester, and Nashua.
- 1.3. The Contractor shall designate a case manager to provide health (including mental health) case management services to ensure refugees with complex health conditions obtain needed health care beyond the initial health exam, including appropriate health insurance.
- 1.4. The Contractor shall ensure case management services include, but are not limited to:
 - 1.4.1. Scheduling and coordinating medical and mental health appointments;
 - 1.4.2. Accompanying clients to medical appointments;
 - 1.4.3. Providing and facilitating the provision of transportation to and from the appointments;
 - 1.4.4. Ensuring appropriate interpreter services are available as necessary during appointments; and
 - 1.4.5. Assisting refugees with obtaining appropriate health insurance.
- 1.5. The Contractor shall ensure a uniform, continuous and timely transition of case management services from the initial refugee health examination to all needed follow-up care beginning after the completion of the initial refugee health examination and/or on day ninety one (91) of resettlement (whichever is sooner), to ensure there are no gaps in services and continuity of care.
- 1.6. The Contractor shall schedule an initial dental appointment for all refugee children (age 0-18) within six (6) months of arrival.
- 1.7. The Contractor shall conduct culturally and linguistically sensitive health orientations which shall include, but not be limited to the following topics:
 - 1.7.1. Navigating the U.S. health care system.
 - 1.7.2. Health insurance, including Refugee Medical Assistance.

SS-2021-OHE-01-REFUG-01

Ascentria Community Services, Inc.

Page 1 of 13

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date]

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

EXHIBIT B



- 1.7.3. Privacy and consent laws.
- 1.7.4. The right to language assistance in health care settings and the role of interpreters.
- 1.7.5. Transportation options for medical appointments, including but not limited to:
 - 1.7.5.1. Public transportation training; and
 - 1.7.5.2. Arranging Medicaid transportation.
- 1.7.6. Understanding types of health care providers including but not limited to:
 - 1.7.6.1. Primary care providers;
 - 1.7.6.2. Specialists; and
 - 1.7.6.3. Pharmacists.
- 1.7.7. Understanding types of health care (e.g., preventive, urgent, emergency), and when, where and how to access each type.
- 1.7.8. Understanding availability of and when, where and how to access mental/behavioral health services, including treatment for substance use disorders.
- 1.7.9. Scheduling, keeping and cancelling appointments.
- 1.7.10. What to bring to appointments;
- 1.7.11. Medication, including but not limited to:
 - 1.7.11.1. The difference between prescriptions and over-the-counter medication;
 - 1.7.11.2. Refills;
 - 1.7.11.3. Dosage instructions; and
 - 1.7.11.4. Side effects.
- 1.8. The Contractor shall provide appropriate interpreter services and translated materials for the health orientations.
- 1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new refugee populations, with approval from the State Refugee Program.
- 1.10. The Contractor shall maintain documentation of individual refugees who have received health orientation services, including but not limited to the following:
 - 1.10.1. The individual clients participating in the health orientation;
 - 1.10.2. The topic(s) of orientation completed by each participant;

[Handwritten Signature]
Date *9/15/20*

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B**



- 1.11. The contractor shall conduct both group (defined as a minimum of two (2) participants) and individual health orientations, including at least one home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.
- 1.12. The Contractor shall provide, solely or in collaboration with other organizations, at least six (6) group health education classes. The contractor shall:
 - 1.12.1. Identify topics of concern in each of the various refugee populations and prioritize the topics that are most urgent or relevant on an ongoing basis;
 - 1.12.2. Invite and arrange for outside organizations to provide health education classes on the identified topics that are within their expertise;
 - 1.12.3. Schedule the presenters;
 - 1.12.4. Ensure the provision of interpreter services;
 - 1.12.5. Notify clients of class schedules;
 - 1.12.6. Health education session topics may include, but are not limited to:
 - 1.12.6.1. Health insurance terms, coverage requirements, options and the enrollment process.
 - 1.12.6.2. Disabilities, including but not limited to autism.
 - 1.12.6.3. Women's health, including but not limited to domestic violence and reproductive health;
 - 1.12.6.4. Men's health;
 - 1.12.6.5. Emotional Wellness;
 - 1.12.6.6. Lesbian, Gay, Bisexual, and Transgender (LGBT) health;
 - 1.12.6.7. Oral health and hygiene;
 - 1.12.6.8. Vision health;
 - 1.12.6.9. Nutrition and benefits of exercise;
 - 1.12.6.10. Human Immunodeficiency Virus (HIV);
 - 1.12.6.11. Tuberculosis risk reduction;
 - 1.12.6.12. Fire safety.
 - 1.12.7. The Contractor shall provide health education in a culturally and linguistically appropriate manner.
 - 1.12.8. The Contractor shall distribute satisfaction surveys at health education sessions, to survey clients on the usefulness of the information, presentation style, and other relevant information.

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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B**



- 1.13. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.
- 1.14. The Contractor shall support the provision of nonclinical interventions, such as adjustment support groups, to promote refugee wellness and prevent suicide.
- 1.15. The Contractor shall participate in National Alliance on Mental Illness Mental Health First Aide trainings and/or other similar professional development opportunities, to inform practices.
- 1.16. The Contractor shall support and/or assist with periodic screening of refugees for emotional distress using the Refugee Health Screener 15 (RHS-15), communicate results, and make referrals to health care providers as needed.
- 1.17. The Contractor shall maintain relationships with the health (including mental health) providers within the refugee resettlement network through outreach, education and meetings. Areas of focus shall include but are not limited to:
 - 1.17.1. Refugee health needs and culture.
 - 1.17.2. Barriers to care that may include but are not limited to language, cultural factors, and transportation issues.
 - 1.17.3. Continued adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.17.4. National Standards for CLAS in health and healthcare.
- 1.18. The Contractor shall develop and foster relationships with a minimum of four (4) health care (including mental health) providers who are not in the refugee resettlement network through outreach, meetings and education. Areas of focus shall include, but not be limited to the following:
 - 1.18.1. Refugee health needs and culture.
 - 1.18.2. Barriers to care that include, but are not limited to language and culture barriers, and transportation issues.
 - 1.18.3. CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.18.4. National Standards for CLAS in health and healthcare.
- 1.19. The Contractor shall provide education and training to refugees at various stages of resettlement about the availability of health insurance through the Marketplace and alternative sources.
- 1.20. The Contractor shall provide assistance with accessing, navigating and enrolling in health insurance options through the Marketplace, expanded Medicaid or other financial assistance options including but not limited to facilitating applications.


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



EXHIBIT B

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- 1.21. The Contractor shall provide planning and evaluation for Refugee Health Promotion Program (RHPP), including but not limited to the following:
 - 1.21.1. Develop and collect linguistically appropriate surveys/questionnaires that are built into health sessions and trainings.
 - 1.21.2. Track the following:
 - 1.21.2.1. Number of referrals made;
 - 1.21.2.2. Number of training sessions and participants;
 - 1.21.2.3. Number of consultations or point of contact with providers; and
 - 1.21.2.4. Number of meetings and training sessions.
 - 1.21.3. Feedback with health service providers to learn how the coordination is working and make adjustments as necessary.
 - 1.21.4. Internal feedback with staff, particularly case managers (and other case management specialists) to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.
 - 1.22. The Contractor shall communicate any health screening results received, which may be conducted by the Contractor or by a third party, concerning a client, to medical providers as needed.
 - 1.23. The Contractor shall facilitate referrals to behavioral health providers, as needed.
 - 1.24. The Contractor shall maintain documentation of the following:
 - 1.24.1. Overall number of refugees resettled in the reporting period.
 - 1.24.2. Number of initial domestic health examinations completed within thirty (30), sixty (60) and ninety (90) days of arrival.
 - 1.24.3. Number of refugees receiving health and/or mental health case management services to address complex health conditions beyond the initial domestic health examination.
 - 1.24.4. The demographics of the refugees served, including gender, age, primary language, and country fled.
 - 1.24.5. Number of refugees referred for follow-up services related to Dental Issues, Emergency Issues (ER), Tuberculosis, HIV, Mental Health, Infectious Disease, Physical Therapy, Prenatal Care, Hearing Issues, Vision Issues, and other conditions identified by the NH State Refugee Health Coordinator.
 - 1.24.6. Number of refugees assisted in obtaining appropriate health insurance – both upon arrival, and at the time of transition off Refugee Medical Assistance.

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Ascentria Community Services, Inc.

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



EXHIBIT B

- 1.25. The Contractor shall identify the primary health related issues of concern in each of the various refugee communities. Concerns may include but are not limited to diabetes, hypertension, mental health and/or oral health concerns.
- 1.26. The Contractor shall provide all required reporting to the Department within fifteen (15) days following the completion of the reporting period.
- 1.27. The Contractor shall provide semi-annual reporting to the Department within thirty (30) days following the completion of the reporting period.
- 1.28. The Contractor shall provide all required reporting at in-person meetings as requested by the Department.
- 1.29. The Contractor shall have the following staff:
 - 1.29.1. One (1) Administrator; and
 - 1.29.2. One (1) Health Case Manager.
- 1.30. The Contractor shall participate in trainings in order to understand health insurance coverage and enrollment requirements on both the state and federal level.

2. Reporting Requirements

- 2.1. The Contractor shall submit monthly reports to the Department within thirty (30) days following the end of the reporting period, to include but not limited to:
 - 2.1.1. Number arrivals by gender and immigration status.
 - 2.1.2. Number receiving tuberculosis screening within the following time periods:
 - 2.1.2.1. Thirty (30) days of arrival;
 - 2.1.2.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.2.3. Ninety (90) days or more.
 - 2.1.3. Number receiving initial health exam within the following time periods:
 - 2.1.3.1. Thirty (30) days of arrival;
 - 2.1.3.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.3.3. Ninety (90) days or more.
 - 2.1.4. Number of children age six (6) months to sixteen (16) years of age that have been screened for lead.
 - 2.1.5. Number of children scheduled for first dental appointment within six (6) months of arrival.
 - 2.1.6. Number of clients referred to the following:
 - 2.1.6.1. Primary care provider;
 - 2.1.6.2. Dental care provider;

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



EXHIBIT B

- 2.1.6.3. Emergency room;
- 2.1.6.4. Mental health provider;
- 2.1.6.5. Infectious disease specialist;
- 2.1.6.6. Vision care provider;
- 2.1.6.7. Hearing care provider;
- 2.1.6.8. Pre-natal care provider; and
- 2.1.6.9. Other specialists.
- 2.1.7. Number of clients receiving services by country of origin.
- 2.1.8. Number of clients receiving health case management services.
- 2.1.9. Number receiving mental health case management services.
- 2.1.10. Number clients participating in an adjustment support group.
- 2.1.11. Number clients receiving initial health orientation and topic(s) covered.
- 2.1.12. Number clients receiving health education and topic(s) covered.
- 2.1.13. Number of service providers receiving training.
- 2.1.14. Number of health case manager trainings and topic(s).
- 2.2. The Contractor shall submit semi-annual reports to the Department within thirty (30) days following the period completion, and as required by grantor.
- 2.3. The Contractor shall submit a final program report to the Department within thirty (30) days prior to the completion of the contract period.

3. Performance Measures

- 3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:
 - 3.1.1. 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.
 - 3.1.2. 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.
 - 3.1.3. 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.
 - 3.1.4. 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.
 - 3.1.5. 100% of all refugees with acute or chronic health conditions who require care beyond the initial medical examination shall receive case management, including but not limited to:

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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B**



- 3.1.5.1. Scheduling and coordinating medical appointments;
- 3.1.5.2. Transportation services; and
- 3.1.5.3. Interpretation services.
- 3.1.6. 80% of refugees shall demonstrate increased knowledge about health insurance requirements including how, when and where to enroll in health insurance.
- 3.1.7. 80% of adults will demonstrate increased knowledge about accessing and navigating US Health system.
- 3.1.8. 80% of adults will know how to make and keep health appointments.
- 3.1.9. 80% of adults will know how to use public, Medicaid and/or appropriate transportation to get to medical appointments.
- 3.1.10. 80% of adults will demonstrate increased knowledge of at least one health topic:
- 3.1.11. 100% of clients with health needs beyond initial exam will be scheduled for follow-up care.
- 3.1.12. 100% of arrivals with mental health needs will be scheduled for appointment within 60 days of arrival.
- 3.1.13. A minimum of four (4) new relationships with providers outside of the refugee resettlement network shall be established during each annual project period.
- 3.1.14. A minimum of four (4) meetings with providers within the refugee resettlement network shall take place during each annual project period.
- 3.2. The Contractor shall measure program outputs through the following which shall include but not be limited to:
 - 3.2.1. Number and percentage of new refugees attending group health orientations, and the topics completed during each session;
 - 3.2.2. Number of percentage of new refugees receiving a health home visit.
 - 3.2.3. Number of referrals to health, mental and behavioral health or other services.
- 3.3. The Contractor shall measure the health literacy among refugees and the improvement of their understanding of their health and of the American health system by utilizing a simple questionnaire offered at each workshop and orientation.
- 3.4. The Contractor shall track the number of individuals participating in and completing health education sessions, as well as the topics covered in each session.

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

- 3.5. The Contractor shall track the number and percentage of refugees receiving health and mental health case management services, including:
 - 3.5.1. Refugee demographics.
 - 3.6. The Contractor shall track the number of health providers in the refugee resettlement network receiving education/ training.
 - 3.6.1. The Contractor shall track the number of health providers outside the refugee resettlement network receiving education/training.
 - 3.7. The Contractor shall measure the effectiveness of support services provided to refugees to increase their access to appropriate health insurance by tracking the number and percentage of refugees accessing affordable health insurance upon arrival and those educated about and referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.
 - 3.8. The Contractor shall work collaboratively with the Department and other key stakeholders to adapt any performance targets if necessary.
 - 3.9. The Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved.
 - 3.10. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery, and policy based on successful outcomes.
 - 3.11. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
 - 3.12. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 4. Additional Terms**
- 4.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 4.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 4.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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3/15/20

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



EXHIBIT B

4.3. Credits and Copyright Ownership

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

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

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

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

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

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

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



4.5. Eligibility Determinations

- 4.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 4.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 4.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. Records

- 5.1. The Contractor shall keep records that include, but are not limited to:
 - 5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 5.2. During the term of this Contract and the period for retention hereunder, the

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Ascentria Community Services, Inc.

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Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date]

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



EXHIBIT B

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

6. Termination Report/Transition Plan

- 6.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 6.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 6.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 6.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

7. Exhibits Incorporated

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

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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B**



and is incorporated by reference herein.

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

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Date

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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT C**



Payment Terms

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

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

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

Ascentria Community Services, Inc.

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Rev. 01/08/19

Exhibit C

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Contractor Initials

Date

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



EXHIBIT C

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

11. Audits

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

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

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

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

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

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

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

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Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RIPP

Budget Period: 07/01/20 - 03/31/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHSI contract share		
	Direct (\$)	Indirect (\$)	Total (\$)	Direct (\$)	Indirect (\$)	Total (\$)	Direct (\$)	Indirect (\$)	Total (\$)
1. Total Salary/Wages	17,980	-	17,980	-	-	-	17,980	-	17,980
2. Employee Benefits	5,206	-	5,206	-	-	-	5,206	-	5,206
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	88	-	88	-	-	-	88	-	88
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	175	-	175	-	-	-	175	-	175
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	900	-	900	-	-	-	900	-	900
7. Occupancy	1,749	-	1,749	-	-	-	1,749	-	1,749
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	350	-	350	-	-	-	350	-	350
Postage	32	-	32	-	-	-	32	-	32
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	26	-	26	-	-	-	26	-	26
Insurance	123	-	123	-	-	-	123	-	123
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Advertising/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (non-personnel)	-	-	-	-	-	-	-	-	-
TOTAL	26,810	6,202	32,812	-	-	-	26,810	6,202	32,812

Indirect As A Percent of Direct

34.53%

Salaries/wages only - federally negotiated indirect cost rate

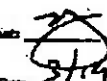
Contractor's Initials: 
 Date: 3/19/2020

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascant/la Community Services, Inc.

Budget Request for: RDPP

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

Line Item	Total Program Cost				Contractor Share / Match				Funded by DPH's contract share			
	Direct Incremental	Indirect Fixed	Total	Rate	Direct Incremental	Indirect Fixed	Total	Rate	Direct Incremental	Indirect Fixed	Total	Rate
1. Total Salary/Wages	\$ 20,528	\$ -	\$ 20,528	34.53%	\$ -	\$ -	\$ -	0%	\$ 20,528	\$ -	\$ 20,528	100%
2. Employee Benefits	\$ 5,952	\$ -	\$ 5,952	28.51%	\$ -	\$ -	\$ -	0%	\$ 5,952	\$ -	\$ 5,952	100%
3. Consultants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
4. Equipment:	\$ 100	\$ -	\$ 100	0.47%	\$ -	\$ -	\$ -	0%	\$ 100	\$ -	\$ 100	100%
Rental	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Repair and Maintenance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Purchase/Depreciation	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
5. Supplies:	\$ 200	\$ -	\$ 200	0.90%	\$ -	\$ -	\$ -	0%	\$ 200	\$ -	\$ 200	100%
Educational	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Lab	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Pharmacy	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Medical	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Other	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
6. Travel	\$ 1,028	\$ -	\$ 1,028	4.96%	\$ -	\$ -	\$ -	0%	\$ 1,028	\$ -	\$ 1,028	100%
7. Occupancy	\$ 1,999	\$ -	\$ 1,999	9.54%	\$ -	\$ -	\$ -	0%	\$ 1,999	\$ -	\$ 1,999	100%
8. Current Expenses	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Telephone	\$ 400	\$ -	\$ 400	1.90%	\$ -	\$ -	\$ -	0%	\$ 400	\$ -	\$ 400	100%
Postage	\$ 37	\$ -	\$ 37	0.18%	\$ -	\$ -	\$ -	0%	\$ 37	\$ -	\$ 37	100%
Subscriptions	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Aids and Legal	\$ 30	\$ -	\$ 30	0.14%	\$ -	\$ -	\$ -	0%	\$ 30	\$ -	\$ 30	100%
Insurance	\$ 140	\$ -	\$ 140	0.66%	\$ -	\$ -	\$ -	0%	\$ 140	\$ -	\$ 140	100%
Board Expenses	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
9. Software	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
10. Marketing/Communications	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
11. Staff Education and Training	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
13. Other (Interpreters)	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
TOTAL	\$ 30,412	\$ 7,068	\$ 37,480	34.53%	\$ -	\$ -	\$ -	0%	\$ 30,412	\$ 7,068	\$ 37,480	100%

Indirect As A Percent of Direct

34.53% Salaries/wages only - Federally negotiated indirect cost rate


Contractor Initials 
 Date 3/16/2020

Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services

System/Program Name: Ascentra Community Services, Inc.

Budget Request for: ROPP

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

Line Item	Total Program Costs				Contractor Share / Match				Funded by LEAF contract share			
	Direct	Indirect	Total	Match	Direct	Indirect	Total	Direct	Indirect	Total	Match	
1. Total Salary/Wages	\$ 20,528	\$ -	\$ 20,528	\$ -	\$ -	\$ -	\$ -	\$ 20,528	\$ -	\$ -	\$ -	\$ 20,528
2. Employee Benefits	\$ 5,952	\$ -	\$ 5,952	\$ -	\$ -	\$ -	\$ -	\$ 5,952	\$ -	\$ -	\$ -	\$ 5,952
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 200	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 200
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,028	\$ -	\$ 1,028	\$ -	\$ -	\$ -	\$ -	\$ 1,028	\$ -	\$ -	\$ -	\$ 1,028
7. Occupancy	\$ 1,999	\$ -	\$ 1,999	\$ -	\$ -	\$ -	\$ -	\$ 1,999	\$ -	\$ -	\$ -	\$ 1,999
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ 400
Postage	\$ 37	\$ -	\$ 37	\$ -	\$ -	\$ -	\$ -	\$ 37	\$ -	\$ -	\$ -	\$ 37
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 30	\$ -	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ 30	\$ -	\$ -	\$ -	\$ 30
Insurance	\$ 140	\$ -	\$ 140	\$ -	\$ -	\$ -	\$ -	\$ 140	\$ -	\$ -	\$ -	\$ 140
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (miscellaneous)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 30,412	\$ 7,068	\$ 37,480	\$ -	\$ -	\$ -	\$ -	\$ 30,412	\$ 7,068	\$ 37,480	\$ -	\$ 37,480

Indirect As A Percent of Direct

34.53%
Salaries/Wages only - federally negotiated indirect cost cap


Contractor Initials: 
Date: 3/19/2022

Exhibit C-4, Budget Sheet

New Hampshire Department of Health and Human Services


Bidder/Program Name: Ascenzia Community Services, Inc.

Budget Request for: RHPP

Budget Period: 7/1/23 - 6/30/24

Line Item	Total Program Cost				Contractor Share / Match				Funded by OPEB contract share			
	Direct	Indirect	Total	%	Direct	Indirect	Total	%	Direct	Indirect	Total	%
1. Total Salaries/Wages	2,500	-	2,500	54.33%	-	-	-	0%	2,500	-	2,500	54.33%
2. Employee Benefits	744	-	744	16.33%	-	-	-	0%	744	-	744	16.33%
3. Consultants	-	-	-	0%	-	-	-	0%	-	-	-	0%
4. Equipment	13	-	13	0.29%	-	-	-	0%	13	-	13	0.29%
Rental	-	-	-	0%	-	-	-	0%	-	-	-	0%
Repair and Maintenance	-	-	-	0%	-	-	-	0%	-	-	-	0%
Purchase/Depreciation	-	-	-	0%	-	-	-	0%	-	-	-	0%
5. Supplies	23	-	23	0.51%	-	-	-	0%	23	-	23	0.51%
Educational	-	-	-	0%	-	-	-	0%	-	-	-	0%
Lab	-	-	-	0%	-	-	-	0%	-	-	-	0%
Pharmacy	-	-	-	0%	-	-	-	0%	-	-	-	0%
Medical	-	-	-	0%	-	-	-	0%	-	-	-	0%
Office	-	-	-	0%	-	-	-	0%	-	-	-	0%
6. Travel	129	-	129	2.86%	-	-	-	0%	129	-	129	2.86%
7. Occupancy	250	-	250	5.56%	-	-	-	0%	250	-	250	5.56%
8. Current Expenses	-	-	-	0%	-	-	-	0%	-	-	-	0%
Telephone	50	-	50	1.11%	-	-	-	0%	50	-	50	1.11%
Postage	5	-	5	0.11%	-	-	-	0%	5	-	5	0.11%
Subscriptions	-	-	-	0%	-	-	-	0%	-	-	-	0%
Audit and Legal	4	-	4	0.09%	-	-	-	0%	4	-	4	0.09%
Insurance	18	-	18	0.40%	-	-	-	0%	18	-	18	0.40%
Board Expenses	-	-	-	0%	-	-	-	0%	-	-	-	0%
9. Software	-	-	-	0%	-	-	-	0%	-	-	-	0%
10. Marketing/Communications	-	-	-	0%	-	-	-	0%	-	-	-	0%
11. Staff Education and Training	-	-	-	0%	-	-	-	0%	-	-	-	0%
12. Subcontract/Agreements	-	-	-	0%	-	-	-	0%	-	-	-	0%
13. Other (non-personal)	-	-	-	0%	-	-	-	0%	-	-	-	0%
TOTAL	3,802	688	4,490	100%	-	-	-	0%	3,802	688	4,490	100%

Indirect As A Percent of Direct 14.33%
 Salaries/Wages only - Federally negotiated indirect cost rate

Contractor Initials: 
 Date: 7/14/2020

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials

Date 2/15/20



New Hampshire Department of Health and Human Services
Exhibit D

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

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

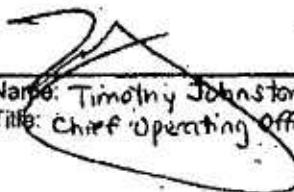
- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Ascentria Community Services, Inc.

3/19/2020
Date


Name: Timothy Johnstone
Title: Chief Operating Officer



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Ascendia Community Services, Inc.

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

Date 3/19/20

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Ascendria Community Services, Inc

3/19/2020
Date

[Signature]
Name: Timothy Johnstone
Title: Chief Operating Officer

[Signature]
Date 3/19/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

Vendor Initials

[Handwritten Signature]

Date

3/14/20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: Ascentria Community Services, Inc.

3/14/2020
Date



Name: Timothy Johnstone
Title: Chief Operating Officer

Exhibit G

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

Vendor Initials



Date

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

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

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

Vendor Name: Ascentria Community Services, Inc.

3/11/2020
Date


Name: Timothy Johnstone
Title: Chief operating officer

New Hampshire Department of Health and Human Services



Exhibit 1

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date: 3/19/2014]

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date

[Handwritten Signature]
3/15/2014

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

3/2014

Contractor Initials

Date

[Handwritten Signature]
3/19/2014



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date]



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State

 Signature of Authorized Representative
Ann Landry
 Name of Authorized Representative
ASSOCIATE COMMISSIONER
 Title of Authorized Representative
3/25/2020
 Date

Ascentria Community Services, Inc.
 Name of the Contractor

 Signature of Authorized Representative
Timothy Johnstone
 Name of Authorized Representative
Chief Operating Officer
 Title of Authorized Representative
3/19/2020
 Date

TJ
3/19/2020

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

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


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Ascendria Community Services, Inc.

3/19/2020
Date


Name: Timothy Johnson
Title: Chief Operating Officer


Date 3/19/20



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 965875664
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

[Handwritten Signature]
3/15/2020

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

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

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

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

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

2/19/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

[Handwritten Signature]
[Handwritten Date: 3/12/2020]

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

Handwritten initials and date: 3/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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3/19/2020

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

[Handwritten Signature]
[Handwritten Date: 9/11/20]

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Handwritten Signature]
3/19/2020

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

Incidents and/or Breaches that implicate P1 must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Refugee Health Promotion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International Institute of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, Item #15, as amended on December 18, 2020, Item #7, and as amended on May 4, 2022, Item #7, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, Price Limitation, Block 1.8, to read:
\$299,446.50
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with approved line item, as specified in Exhibit C-1, Budget through Exhibit C-12, Budget – Amendment #3.
4. Add Exhibit C-11, Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-12, Budget- Amendment #3, Exhibit C, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

1/6/2023

Date

DocuSigned by:
Ann H. Landry

Name: Ann H. Landry
Title: Associate Commissioner

International Institute of New England, Inc.

12/27/2022

Date

DocuSigned by:
Jeffrey Thielman

Name: Jeffrey Thielman
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

1/9/2023
Date

DocuSigned by:
Robyn Guarino
7187318140411460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <i>International Institute of New England, Inc.</i>	
Budget Request for: <i>Refugee Health Promotion</i>	
Budget Period <i>SFY 2023 Exhibit C11</i>	
Indirect Cost Rate (if applicable) <i>26.60%</i>	
Line/Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$15,795
2. Fringe Benefits	\$3,633
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other - interpretation</i>	\$2,000
<i>Other - occupancy</i>	\$868
<i>Other - direct medical assistance</i>	\$7,530
<i>Other- direct transportation assistance</i>	\$3,122
9. Subrecipient Contracts	\$0
Total Direct Costs	\$32,947
Total Indirect Costs	\$5,930
TOTAL	\$38,877

Contractor Initials JT

Date Jan. 6, 2023

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <i>International Institute of New England, Inc.</i>	
Budget Request for: <i>Refugee Health Promotion</i>	
Budget Period <i>SFY 2024 Exhibit C12</i>	
Indirect Cost Rate (if applicable) <i>26.60%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$5,265
2. Fringe Benefits	\$1,211
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other - interpretation</i>	\$400
<i>Other - occupancy</i>	\$289
<i>Other - direct medical assistance</i>	\$2,500
<i>Other- direct transportation assistance</i>	\$1,386
9. Subrecipient Contracts	\$0
Total Direct Costs	\$11,051
Total Indirect Costs	\$1,906
TOTAL	\$12,957

Contractor Initials JT

Date Jan. 6, 2023

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739194

Certificate Number: 0005748539



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 April A.D. 2022.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, William Krause, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of the International Institute of New England
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 1, 2015, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffrey Thielman, President & CEO
(Name and Title of Contract Signatory)

is duly authorized on behalf of The International Institute of New England to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 1/3/2023 | 6:07 AM PST

William Krause

Signature of Elected Officer
Name: William Krause
Title: Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2022

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 28 Century Blvd P.O. Box 305191 Nashville, TN 37203191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (US, No. Ext): 1-877-945-7378	FAX (US, No. Ext): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W24730057 **REVISION NUMBER:**

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

CLASS	TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		WPK2410664	05/05/2022	05/05/2023	EACH OCCURRENCE \$ 1,000,000
	GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 100,000 MCD EWP (Any or's permit) \$ 3,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPER TOURKAT/NER/EXDUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe below:	<input type="checkbox"/> Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER P.L. EACH ACCIDENT \$ P.L. DISEASE - EA EMPLOYEE \$ P.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 99, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



**International
Institute of
New England**

The mission of the International Institute of New England (IINE) is to create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement and pathways to citizenship. IINE serves a unique and hard to reach immigrant population including refugees that speak rarer languages; asylees; adult and child survivors of human trafficking; and unaccompanied children joining undocumented family members. Many are survivors of political violence, repression and persecution. IINE is also unique in offering a holistic service continuum that combines resettlement, trauma-informed case management, education, employment, and legal services, enabling us to individualize support and help families thrive.



**International
Institute of
New England**

**FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2021 and 2020

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Financial Statements:	
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Statements of Activities and Changes in Net Assets	3
Statements of Cash Flows	4
Statements of Functional Expenses	5 - 6
Notes to Financial Statements	7 - 16



50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation), which comprise the statements of financial position as of September 30, 2021 and 2020, and the related statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of International Institute of New England, Inc. as of September 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

AAFCPAS, Inc.

Boston, Massachusetts
March 28, 2022

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Financial Position
September 30, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Current Assets:		
Cash	\$ 680,095	\$ 906,611
Short-term investments	300,000	400,000
Government contracts and contributions receivable	1,301,245	723,511
Accounts receivable	49,313	54,101
Prepaid expenses and other	75,712	17,744
Total current assets	2,406,365	2,101,967
Investments	7,919,112	6,772,529
Property and Equipment, net	1,738,963	1,588,536
Security Deposits	94,434	100,434
Total assets	<u>\$ 12,158,874</u>	<u>\$ 10,563,466</u>
<u>Liabilities and Net Assets</u>		
Current Liabilities:		
Accounts payable	\$ 40,733	\$ 59,503
Accrued expenses	268,166	347,866
Current portion of lease incentive	110,782	110,782
Conditional advances	55,197	57,924
Total current liabilities	474,878	576,075
Deferred Rent and Lease Incentive, net of current portion	632,991	751,328
Total liabilities	<u>1,107,869</u>	<u>1,327,403</u>
Net Assets:		
Without donor restrictions:		
Operating	9,203,985	7,968,322
Property and equipment	1,203,525	942,314
Total without donor restrictions	10,407,510	8,910,636
With donor restrictions	643,495	325,427
Total net assets	<u>11,051,005</u>	<u>9,236,063</u>
Total liabilities and net assets	<u>\$ 12,158,874</u>	<u>\$ 10,563,466</u>

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2021 and 2020

	2021			2020		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Government contracts	\$ 3,919,032	\$ -	\$ 3,919,032	\$ 3,965,017	\$ -	\$ 3,965,017
Grants and contributions	1,924,356	1,503,795	3,428,151	1,747,787	675,977	2,423,764
Donated goods and services	617,041	-	617,041	560,288	-	560,288
Program service fees	272,470	-	272,470	229,059	-	229,059
Contracted services	63,242	-	63,242	159,183	-	159,183
Net assets released from program restrictions	1,035,727	(1,035,727)	-	639,210	(639,210)	-
Total revenues	7,831,868	468,068	8,299,936	7,300,544	36,767	7,337,311
Expenses:						
Program services	5,276,292	-	5,276,292	4,921,123	-	4,921,123
General and administrative	1,704,520	-	1,704,520	1,515,827	-	1,515,827
Fundraising	794,600	-	794,600	835,801	-	835,801
Total expenses	7,775,412	-	7,775,412	7,272,751	-	7,272,751
Changes in net assets from operations	56,456	468,068	524,524	27,793	36,767	64,560
Non-Operating Revenue (Expense):						
Investment return	1,155,418	-	1,155,418	382,836	-	382,836
Capital grants and and government contracts	-	135,000	135,000	35,832	150,000	185,832
Net assets released from capital restrictions	285,000	(285,000)	-	-	-	-
Loss on disposal of property and equipment	-	-	-	(42,514)	-	(42,514)
Total non-operating revenue (expense)	1,440,418	(150,000)	1,290,418	376,154	150,000	526,154
Changes in net assets	1,496,874	318,068	1,814,942	403,947	186,767	590,714
Net Assets:						
Beginning of year	8,910,636	325,427	9,236,063	8,506,689	138,660	8,645,349
End of year	\$ 10,407,510	\$ 643,495	\$ 11,051,005	\$ 8,910,636	\$ 325,427	\$ 9,236,063

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
Statements of Cash Flows
For the Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 1,814,942	\$ 590,714
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Capital grants and contracts	(135,000)	(185,832)
Investment return	(1,155,418)	(382,836)
Loss on disposal of property and equipment	-	42,514
Depreciation	326,275	299,534
Amortization of lease incentive	(110,784)	(110,784)
Donated stock	(173,945)	-
Changes in operating assets and liabilities:		
Accounts receivable	4,788	(12,481)
Government contracts and contributions receivable	(713,566)	310,780
Prepaid expenses and other	(57,968)	57,387
Security deposits	6,000	-
Accounts payable	(18,770)	(6,687)
Accrued expenses	(79,700)	(24,222)
Conditional advances	(2,727)	(26,940)
Deferred rent	(7,553)	4,695
Net cash provided by (used) in operating activities	<u>(303,426)</u>	<u>555,842</u>
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	282,780	200,050
Acquisition of property and equipment	<u>(476,702)</u>	<u>(202,390)</u>
Net cash used in investing activities	<u>(193,922)</u>	<u>(2,340)</u>
Cash Flows from Financing Activities:		
Capital grants and contracts	<u>270,832</u>	<u>50,000</u>
Net Change in Cash	(226,516)	603,502
Cash:		
Beginning of year	<u>906,611</u>	<u>303,109</u>
End of year	<u>\$ 680,095</u>	<u>\$ 906,611</u>
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain on investments	<u>\$ 914,311</u>	<u>\$ 83,056</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses

For the Year Ended September 30, 2021

(With Summarized Comparative Totals for the Year Ended September 30, 2020)

	2021			2020	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 2,537,585	\$ 808,301	\$ 422,893	\$ 3,768,779	\$ 3,851,030
Payroll taxes and fringe benefits	491,278	158,926	83,756	733,960	713,450
Donated services	570,121	-	-	570,121	513,454
Purchased and contracted services	90,020	212,677	66,384	369,081	228,811
Recruitment	1,996	123,776	-	125,772	3,564
Staff training	292	1,623	988	2,903	4,732
Total personnel and related	3,691,292	1,305,303	574,021	5,570,616	5,315,041
Occupancy:					
Rent and utilities	446,036	50,111	43,160	539,307	533,159
Depreciation	161,786	36,672	17,257	215,715	203,116
Equipment rental	7,803	2,873	1,295	11,971	15,334
Repairs and maintenance	73	1,073	-	1,146	2,537
Total occupancy	615,698	90,729	61,712	768,139	754,146
Other:					
Client assistance	617,377	-	-	617,377	361,974
Supplies and materials	93,956	25,727	2,435	122,118	62,684
Professional fees	-	115,693	-	115,693	110,711
Depreciation	82,920	18,795	8,845	110,560	96,418
Special events	-	-	109,356	109,356	220,806
Service charges	3,258	71,323	13,174	87,755	76,114
Telephone	47,338	1,207	2,055	50,600	61,640
Insurance	855	48,340	-	49,195	46,498
Donated goods	46,920	-	-	46,920	46,834
Dues and subscriptions	18,993	10,153	15,592	44,738	26,296
Travel, meetings and conferences	16,981	12,420	1,430	30,831	48,500
Printing	14,105	-	3,242	17,347	13,614
Postage	10,192	1,299	1,714	13,205	10,064
Storage	12,265	589	-	12,854	10,581
Miscellaneous	3,578	2,837	-	6,415	3,693
Advertising	564	105	1,024	1,693	7,137
Total other	969,302	308,488	158,867	1,436,657	1,203,564
Total expenses	\$ 5,276,292	\$ 1,704,520	\$ 794,600	\$ 7,775,412	\$ 7,272,751

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Statement of Functional Expenses
For the Year Ended September 30, 2020**

	<u>Program Services</u>	<u>General and Adminis- trative</u>	<u>Fundraising</u>	<u>Total</u>
Personnel and Related:				
Salaries	\$ 2,572,879	\$ 867,535	\$ 410,616	\$ 3,851,030
Payroll taxes and fringe benefits	483,114	151,974	78,362	713,450
Donated services	513,454			513,454
Purchased and contracted services	78,949	116,003	33,859	228,811
Recruitment	846	774	1,944	3,564
Staff training	2,330	1,827	575	4,732
	<u>3,651,572</u>	<u>1,138,113</u>	<u>525,356</u>	<u>5,315,041</u>
Total personnel and related				
Occupancy:				
Rent and utilities	427,811	67,662	37,686	533,159
Depreciation	152,337	34,530	16,249	203,116
Equipment rental	13,362	1,047	925	15,334
Repairs and maintenance	1,749	788	-	2,537
	<u>595,259</u>	<u>104,027</u>	<u>54,860</u>	<u>754,146</u>
Total occupancy				
Other:				
Client assistance	361,974			361,974
Supplies and materials	49,692	12,594	398	62,684
Professional fees	-	109,586	1,125	110,711
Depreciation	72,510	16,257	7,651	96,418
Special events			220,806	220,806
Service charges	10,480	51,510	14,124	76,114
Telephone	52,321	7,375	1,944	61,640
Insurance	12,639	33,859		46,498
Donated goods	46,834			46,834
Dues and subscriptions	11,387	10,861	4,048	26,296
Travel, meetings and conferences	25,337	22,075	1,088	48,500
Printing	6,060	5,331	2,223	13,614
Postage	6,683	1,303	2,078	10,064
Storage	10,304	277	-	10,581
Miscellaneous	1,034	2,659	-	3,693
Advertising	7,037		100	7,137
	<u>674,292</u>	<u>273,687</u>	<u>255,585</u>	<u>1,203,564</u>
Total other				
Total expenses	<u>\$ 4,921,123</u>	<u>\$ 1,515,827</u>	<u>\$ 835,801</u>	<u>\$ 7,272,751</u>

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

1. OPERATIONS AND NONPROFIT STATUS

International Institute of New England, Inc. (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2021 and 2020, there were approximately 3,000 unduplicated people, from approximately 112 countries that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

The Institute is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Institute is also exempt from state income taxes. Contributions made to the Institute are deductible by donors within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Institute prepares its financial statements in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as revenues and expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue (expense) includes investment and property and equipment related activity.

Estimates

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased or at fair value at the date of donation. Property and equipment are depreciated using the straight-line method over the following estimated useful lives:

Leasehold improvements	Lesser of life of lease or 10 years
Furniture and equipment	3 - 10 years

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2021 or 2020.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash

For the purpose of the statements of cash flows, management considers all highly liquid investments with an initial maturity of three months or less to be cash, except those funds that are included in the Institute's investments (see Note 4).

Fair Value Measurements

The Institute follows the accounting and disclosure standards pertaining to ASC Topic, *Fair Value Measurements*, for qualifying assets and liabilities. Fair value is defined as the price that the Institute would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Institute uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Institute. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available.

The three-tier hierarchy of inputs is as follows:

- Level 1 - Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.
- Level 2 - Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3 - Inputs that are unobservable, and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Institute and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The Institute's interest in a limited liability partnership is reported at the net asset value (NAV) reported by fund managers, which is used as a practical expedient to estimate fair value, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of September 30, 2021, and 2020, the Institute had no plans to sell this investment.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Government Contracts, Grants and Contributions

The Institute's primary sources of revenue are from Federal and state government contracts. Amounts received under these contracts have been recorded in accordance with Accounting Standards Update (ASU) *Topic 958, Not-for-Profit Entities* (Topic 958). These contracts are considered nonreciprocal transactions because the general public receives the benefit as the result of the assets transferred. These conditional contributions are recognized as services are provided or qualifying costs are incurred.

Grants and contributions and United Way allocations are recorded as revenue and net assets without donor restrictions when unconditionally committed. Grants and contributions with donor restrictions are recorded as revenues and net assets with donor restrictions when unconditionally received or pledged. Net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the accompanying statements of activities and changes in net assets as net assets released from restrictions as costs are incurred, time or program restrictions have lapsed, or capital improvements have been placed into service.

In accordance with Topic 958, the Institute must determine whether a contribution (or a promise) is conditional or unconditional for transactions deemed to be a contribution. A contribution is considered to be a conditional contribution if an agreement includes a barrier that must be overcome and either a right of return of assets or a right of release of a promise to transfer assets exists (see Note 8). Indicators of a barrier include a measurable performance-related barrier or other measurable barriers, a stipulation that limits discretion by the recipient on the conduct of an activity, and stipulations that are related to the purpose of the agreement. Topic 958 prescribes that the Institute should not consider probability of compliance with the barrier when determining if such awards are conditional and should be reported as conditional grant advance liabilities until such conditions are met. Assets received before the barrier is overcome are recorded as conditional advances.

A portion of the Institute's revenue is derived from cost-reimbursable and unit-rate contracts (contracts), which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts are recognized as revenue when the Institute has incurred expenditures in compliance with specific contract provisions. Amounts received prior to incurring qualifying expenditures are reported as conditional advances in the accompanying statements of financial position.

Special events revenue, included in grants and contributions in the accompanying statements of activities and changes in net assets, is from the Institute's ability to host fundraising events. Special event income consists of both contributions and sales. The contribution portion of the special event income is recognized as revenue when unconditionally committed or received in accordance with Topic 958. Special events are considered donor restricted if the proceeds of the event are restricted for specific purposes or time periods at the time of the event. The sales portion of the special event income is recognized in accordance with *Revenue from Contracts with Customers* (Topic 606) and is derived from various components, including ticket sales from fundraising events held in which the transaction price is determined annually. Registration fees for these events are set by the Institute and have not been allocated as the events are each considered to be separate performance obligations. The fee portion for these events is immaterial and has not been recognized separately from the contribution portion.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Revenue from Contracts with Customers - Topic 606

The Institute generally measures revenue from exchange transactions based on the amount of consideration the Institute expects to be entitled for the transfer of goods or services to a customer, then recognizes this revenue when or as the Institute satisfies its performance obligations under a contract. The Institute evaluates its revenue recognition based on the five-step model under Topic 606: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to separate performance obligations; and (5) Recognize revenue when (or as) each performance obligation is satisfied.

The Institute recognized program service fees for legal and translation services provided for clients, in which the clients either pay for the services themselves or are sponsored by corporations, depending on the service provided. Program service fees generally consist of a single performance obligation to provide services, and agreements with clients do not contain variable consideration. Accordingly, program service fees are recognized at a point in time, which is also when the performance obligation is satisfied. The transaction price is a fixed fee based upon the service provided, which is established by management based on hourly rates and expected number of hours to complete the service.

Contracted services revenue consists of various training and education service programs provided to immigrants and refugees that span over several months based on the nature of the program or course. There is a single performance obligation for all programs, which consists of the completion of the training and education program or course and related events. Revenue is recognized ratably over the period of the program or course, and the transaction price is based on fixed quoted prices. The contract amount may vary based upon the number of participants in the program and the rate per participant. Generally, a fixed-fee contract is signed by either an individual participant in the program or an organization sponsoring the individuals. The transaction price is determined based upon hourly rates established by management and the number of hours estimated to complete a contract.

Other

Investment return consists of interest, dividends, and realized and unrealized gains and losses. Interest income is recorded as earned and dividend income is recorded on the ex-dividend date. Realized gains and losses on investment transactions are recorded based on the average cost method. Unrealized gains and losses are recorded based on changes in fair value. All other revenue is recognized as earned.

Expense Allocations

Program expenses include direct expenses, as well as indirect expenses, which are allocated based upon management's estimate of the percentage attributable to each program. Expenses related directly to a program or supporting function are charged to that function, while all other expenses are allocated based upon management's estimate of the percentage attributable to each function.

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are salaries, payroll taxes and fringe benefits, which are allocated on the basis of estimates of time and effort; occupancy and depreciation, which are allocated on a square footage basis; and indirect other operating expenses, which are allocated based on management's estimate of usage.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2021 and 2020**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)****Advertising Costs**

Costs incurred for producing and communicating advertising are expensed when incurred and are reflected as advertising in the accompanying statements of functional expenses.

Donated Goods and Services

The Institute receives donated goods and services in various aspects of its program services. The value of the donated items is based on values assigned or estimates made by the donors. Donated goods include food and clothing; and donated services include legal, teaching, and consulting work. Donated items received were as follows:

	<u>2021</u>	<u>2020</u>
Donated services	\$ 570,121	\$ 513,454
Donated goods	<u>46,920</u>	<u>46,834</u>
	<u>\$ 617,041</u>	<u>\$ 560,288</u>

The Institute also receives a substantial amount of donated administrative services. Many individuals volunteer their time and perform a variety of tasks that help the Institute accomplish its goals. These services do not meet the criteria for recognition as contributed services under U.S. GAAP and, accordingly, are not included in the accompanying financial statements.

Subsequent Events

Subsequent events have been evaluated through March 28, 2022, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

Income Taxes

The Institute accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Institute has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2021 or 2020. The Institute's information returns are subject to examination by the Federal and state jurisdictions.

Net Assets**Net Assets Without Donor Restrictions:**

Net assets without donor restrictions are those net resources that bear no external restrictions and are generally available for use by the Institute. The Institute has grouped its net assets without donor restrictions into the following categories:

Operating - represents funds available to carry on the operations of the Institute.

Property and equipment - reflect and account for the activities relating to the Institute's property and equipment, net of related liabilities.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2021 and 2020**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)****Net Assets (Continued)***Net Assets with Donor Restrictions:*

The Institute receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as net assets with donor restrictions until they are either expended for their designated purposes or as the time restrictions lapse.

Net assets with donor restrictions consist of the following at September 30:

	<u>2021</u>	<u>2020</u>
Purpose restricted	\$ 643,495	\$ 175,427
Capital restricted	-	150,000
	<u>\$ 643,495</u>	<u>\$ 325,427</u>

3. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute made \$60,839 and \$60,174 of matching contributions to the plan during the years ended September 30, 2021 and 2020, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

4. INVESTMENTS

Investments, which are stated at fair value (see Note 2) in the accompanying statements of financial position, are as follows:

<u>2021</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 703,642	\$ -	\$ -	\$ 703,642
Mutual funds:				
Equities	5,273,083	-	-	5,273,083
Fixed income	808,309	-	-	808,309
	<u>\$ 6,785,034</u>	<u>\$ -</u>	<u>\$ -</u>	6,785,034
Limited liability partnership (see page 13)				<u>1,434,078</u>
Total investments				<u>\$ 8,219,112</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2021 and 2020**4. INVESTMENTS (Continued)**

<u>2020</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 1,200,058	\$ -	\$ -	\$ 1,200,058
Mutual funds:				
Equities	3,621,534	-	-	3,621,534
Fixed Income	<u>1,019,733</u>	<u>-</u>	<u>-</u>	<u>1,019,733</u>
	<u>\$ 5,841,325</u>	<u>\$ -</u>	<u>\$ -</u>	5,841,325
Limited liability partnership (see below)				<u>1,331,204</u>
Total investments				<u>\$ 7,172,529</u>

In accordance with ASU No. 2015-07, the Institute's investment in a limited liability partnership is valued at fair value using the NAV per share (or its equivalent) practical expedient and has not been classified in the fair value hierarchy. The fair value amounts presented in the table above and on page 12 are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position (see Note 2).

Investments are reported in the accompanying statements of financial position as current or long-term assets based on management's intent with respect to the use of the investments. At September 30, 2021 and 2020, \$300,000 and \$400,000, respectively, were reported as current short-term investments as management's intent is to use these funds for operations in the subsequent year.

The investments are not insured and are subject to market fluctuation.

5. CONCENTRATIONS

The Institute maintains its cash balances with two banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Institute has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Institute has not experienced any losses in such accounts. Management believes the Institute is not exposed to any significant credit risk on its operating cash balance.

Funding agencies and donors exceeding 10% of the Institute's operating revenue and support (excluding donated goods and services) or government contracts, contributions and accounts receivables as of and for the years ended September 30, 2021 and 2020, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Government Contracts, Contributions and Accounts Receivables %</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Commonwealth of Massachusetts	23%	21%	32%	37%
U.S. Committee for Refugees and Immigrants	21%	14%	13%	20%
State of New Hampshire	9%	9%	13%	18%
Private donor	-	1%	-	14%

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2021 and 2020**6. FUNDING**

The Institute receives a significant portion of its funding from government agencies. These contracts are subject to audit by these government agencies. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Institute as of September 30, 2021 and 2020, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

The Institute leases its main office space in Boston, Massachusetts under an agreement that runs through July 2026. Monthly lease payments for fiscal years 2021 and 2020 were approximately \$43,000 and \$42,000, respectively, and increase throughout the term of the lease. The Institute records rent on a straight-line basis over the term of the lease. The difference between the monthly lease payments and the related rent expense for a given fiscal year is recorded as deferred rent. The straight-line rent expense combines the escalation amounts and an initial three-month rent-free period. At September 30, 2021 and 2020, deferred rent was \$208,335 and \$215,888, respectively, and is included in deferred rent and lease incentive in the accompanying statements of financial position.

The lease agreement also includes a tenant improvement allowance of \$1,107,822 in the form of a reimbursement for construction and related costs incurred by the Institute for leasehold improvements. This improvement allowance is reported as a liability and is being amortized over the lease term. The improvement allowance is included in deferred rent and lease incentives in the accompanying statements of financial position. Amortization of the lease incentive was \$110,784 during each of the years ended September 30, 2021 and 2020, and is netted with rent and utilities in the accompanying statements of functional expenses.

The Institute leases program and administrative space under various operating leases and tenant-at-will agreements. These leases expire at various dates through January 2023. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

The Institute entered into an operating lease agreement for program space in Lowell, Massachusetts, which commenced on July 1, 2021, with monthly payments of \$6,756 through June 30, 2031. Rent increases annually based on the Consumer Price Index, which is limited to a maximum annual increase of 3%. There are extension options for two additional five-year periods.

Facility rent expense under all leases was approximately \$521,000 and \$514,000 for the years ended September 30, 2021 and 2020, respectively, which is included in rent and utilities in the accompanying statements of functional expenses.

The Institute also has a copier lease with monthly payments through June 2022.

Future minimum lease payments under the lease agreements are as follows:

2022	\$ 669,029
2023	639,566
2024	635,853
2025	649,445
2026	565,488
Thereafter	<u>441,829</u>
Total	<u>\$ 3,601,210</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2021 and 2020**8. CONDITIONAL GOVERNMENT CONTRACTS AND GRANTS****Conditional Government Contracts and Grants**

During fiscal years 2021 and 2020, the Institute received grants and contributions (including government contracts) that contained donor-imposed conditions that represent a barrier that must be overcome, as well as a right of return of assets or release from obligations. The Institute recognizes these grants and contributions, including government contracts, when donor-imposed conditions are substantially met (see Note 2).

Conditional promises to give at September 30, 2021 and 2020, consist of:

	<u>2021</u>	<u>2020</u>
Incurring qualifying expenses	\$ 773,802	\$ 557,306
Subject to measurable performance barriers	<u>222,907</u>	<u>629,471</u>
Total conditional promises to give	<u>\$ 996,709</u>	<u>\$ 1,186,777</u>

Paycheck Protection Program Loan

During fiscal year 2020, the Institute applied for and was awarded a loan of \$884,501 from the Paycheck Protection Program (PPP) established by the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The funds were used to pay certain payroll costs, including benefits during a covered period as defined in the CARES Act. The Institute believed there was less than a remote chance the loan would be forgiven, and therefore, accounted for it as a conditional grant. As of September 2020, the Institute recognized the full PPP loan amount of \$884,501 as grant revenue as the condition was met as of September 30, 2020, which is included in government contracts in the accompanying fiscal year 2020 statement of activities and changes in net assets. During fiscal year 2021, the entire PPP loan amount and related accrued interest were formally forgiven by the bank and the Small Business Administration.

9. RELATED PARTY TRANSACTIONS

The Institute's President and Chief Executive Officer (CEO) is also the Treasurer of the Board of Directors. Compensation and employee benefits for services provided as the President and CEO are determined by the independent members of the Board of Directors and are based on performance objectives.

The Institute's Chief Financial Officer was the Treasurer of the Board of Directors during fiscal year 2020.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2021 and 2020**10. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

The Institute's financial assets available within one year from the statements of financial position date for general operating expenses are as follows at September 30:

	<u>2021</u>	<u>2020</u>
Cash	\$ 680,095	\$ 906,611
Short-term investments	300,000	400,000
Government contracts and contributions receivable	1,301,245	723,511
Accounts receivable	<u>49,313</u>	<u>54,101</u>
	2,330,653	2,084,223
Less - donor restricted cash and contributions receivable	<u>643,495</u>	<u>325,427</u>
Total financial assets and liquidity resources available within one year	<u>\$ 1,687,158</u>	<u>\$ 1,758,796</u>

The Institute is substantially supported by grants and contributions without donor restrictions and government contracts. As part of the Institute's liquidity management, the Institute has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

11. PROPERTY AND EQUIPMENT AND DEPRECIATION

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

	<u>2021</u>	<u>2020</u>
Leasehold improvements	\$ 2,354,140	\$ 1,955,962
Furniture and equipment	<u>680,966</u>	<u>679,676</u>
	3,035,106	2,635,638
Less - accumulated depreciation	<u>1,296,143</u>	<u>1,047,102</u>
Net property and equipment	<u>\$ 1,738,963</u>	<u>\$ 1,588,536</u>

Depreciation expense was \$326,275 and \$299,534 for the years ended September 30, 2021 and 2020, respectively.

12. CONTINGENCY

The COVID-19 pandemic in the United States has caused business disruption and a reduction in economic activity. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration. While the Institute expects this matter to negatively impact its operating results, the related financial impact and duration cannot be reasonably estimated at this time.

International Institute of New England
Board of Directors and Affiliations

Name, Board Position	Affiliation
Avak Kahvejian, Ph.D., Chair	Partner, Flagship Pioneering
Christina Bai	President and Chair of the Board, MeBo Global Education, Inc.
Sam Épée-Bounya	Fixed Income Credit Analyst, Wellington Management
Tuan Ha-Ngoc	President and CEO, AVEO Pharmaceuticals (Retired)
Belinda Juran	Partner, WilmerHale (Retired)
William Krause, Secretary	Portfolio Manager and Vice President, Northern Trust
Shari Loessberg	Senior Lecturer, MIT Sloan School of Management
Bopha Malone	Vice President, Enterprise Bank
Libby May	Senior Vice President, External Affairs and Communications, Southern New Hampshire University
Theo Melas-Kyriazi	CFO, Levitronix LLC
Dr. Frederick Millham	Chief of Surgery, South Shore Hospital
Deborah Shufrin, Assistant Secretary/Clerk	Chief Investment Officer, Colby College
Nia Tatsis	Chief Regulatory Officer, Vertex Pharmaceuticals
Fereshtah Thornberg	Senior Vice President and Client Executive, Global Clients Division, State Street
Jeffrey Thielman, President and CEO	President and CEO, International Institute of New England
Céline Mukasine, Treasurer	Chief Financial Officer, International Institute of New England

Puspa Man Joshi
SKILLS SUMMARY

- Worked with refugees for their medical appointments and referrals (provided transportation)
- Operated free Global Language Learning Club on line (focusing on English) for participants from four countries.
- Worked as a volunteer for United Way of Nashua to distribute free foods for needy people.
- Worked with Nepali and Hindi speaking parents, and Manchester School District teachers as a family liaison/interpreter (contractor vendor)
- Conducted health orientations. Attended health conferences and seminars.
- Worked with refugees from different countries (Bhutan, Iraq, Democratic Republic of Congo, Sudan, etc.) to enroll their children in the schools and apply for public benefits such as welfare, fuel assistance, and social security card.
- Love to work with refugees and immigrants and enjoy helping them.
- Effective communicator with people from different countries.
- Taught high school Math and Science. High School Administrator in Nepal
- Operated free Nepali language class for children of Nepali descendants in Columbus, Ohio.
- Contributor of articles to the newsletters and magazines published by Nepali diasporas.
- Strong work ethic with an exemplary attendance record.
- Knowledgeable in the use of Microsoft Office Access, Word, Excel, and PowerPoint.
- Nepali/English interpreter for Bhutanese refugees and interpreted a series of presentations for parents of school-age children, topics related to social issues such as education, safety, renter's duties, and elderly abuse.
- Completed medical interpreter training from Language Bank and has been working for this agency.
- I speak and write fluent Nepali, English, Newari (Degree), and speak Chinese Mandarin (Diploma). I also speak basic Swahili and took some courses in Spanish and Russian.
- Coached the table tennis team at the Ohio State University as an assistant coach.

Health Case Specialist (Full time)

July 2022-Present

- Providing rides for clients for medical appointments (including lab work, xray, or pharmacy) as well as other purposes such as English tests at IINE or for social gatherings.
- Working on case coordination and submitting the monthly report.
- Helping clients to get medical appointments when or if they need.

Organizer and Participant

The Global Language Learning Club (Online), Nashua, NH
December, 2021 - Present

- Finding native English speakers as volunteer teachers and recruiting participants.

Nepali Language Interpreter

The Language Bank, Manchester, NH

April, 2011 - Present

- Interpreting for Nepali speakers at hospitals, clinics, DHHS and schools.

Nepali Interpreter

Bring It Program, Manchester, NH Nov. 2020 - Present

- Interpreting as well as working as a liaison for the After School program

Nepali Interpreter/School Liaison
Manchester School District March. 2021 - May. 2021

- Interpreting as well as working as a family liaison for the school district.

Volunteer June 2020 - Present
United Way of Nashua

- Delivering and distributing free lunch and produce for low-income parents
- Collecting stationery for students at the shopping mall.

Health Services Coordinator (Full time since June 2014, Permanent) June 2013-June 2020

- Providing health records of clients to the health care providers then get a schedule for tuberculosis-test, immunizations, and complete physicals.
- Provide health orientations
- Taking clients to urgent care/emergency when or if needed.
- Attending seminars related to health care.
- Invite health care providers, pharmacy staff, or, medical institute staff to come to the institute to give presentations to the clients and staff
- Providing Nepali language interpretation service to clients during appointments when no service was provided by the health care provider and during in-house orientations as well.

Case Manager (Part time, Permanent) Aug. 2011-May 2013

- Providing interpretation and translation services to Bhutanese refugees whenever needed.
- Conducting 30 and 90 day home visits and home safety and community orientations.
- Helping clients to apply for welfare benefits, social security cards, and fuel assistance.

School Enrollment Coordinator (Part-time, Temporary) April 2011-July 2011

- Enroll school-age children and teach-literacy class

Case Manager (Part time, Temporary) Dec. 2009- March 2011

ABLE Network, Inc., Manchester, NH

- Providing interpretation and translation services to Bhutanese refugees whenever needed.
- Conducting 30 and 90 day home visits and home safety and community orientations.
- Helping clients to apply for welfare benefits, social security cards, and fuel assistance

EDUCATION

PhD., Transportation Psychology
The Ohio State University

MC&RP., City and Regional Planning
The Ohio State University

MSc., Transportation Planning
The Ohio State University

B.E. Highway Engineering
Tungchi University Shanghai, China

B.Ed., Math and English
Institute of Education, Kirtipur, Nepal

B.A., Math and Newari Language
Tribhuvan University, Nepal

TRAINING

Completed a senior citizen training provided by AARP
Diploma in the Chinese Language from Peking Language Institute
56 Hours Culture Smart Medical Interpreter Training and self-study of the Swahili language.

Case Specialist, Refugee Mental Health Promotion

Reports to: Community Services Manager

Supervision: N/A

Status: Non-exempt

Overview:

The Case Specialist, Refugee Mental Health Promotion will provide health and case management services for refugee clients and their families resettled through IINE.

Qualifications:

- Bachelor's degree or equivalent experience within the field.
- Ability to maintain confidentiality regarding client information
- Strong knowledge of database management and design; MS Outlook, Access, Excel and Word
- Strong intercultural communication skills; demonstrated ability to work effectively with people from other cultural backgrounds
- Bilingual candidates preferred—proficiency in Arabic, French, Dari, Pashtu sought
- Strong organization skills and attention to detail
- Must have driver's license, personal vehicle, auto insurance, and clean driving record

Duties and Responsibilities:

MENTAL HEALTH CARE

- Promote the mental health and well-being of all new and vulnerable refugees residing in the greater Manchester and Nashua areas.
- Promote the mental health literacy of refugees, to enable them to access and navigate the U.S. mental health & healthcare systems independently.
- Build capacity within communities to address mental health needs, including help overcoming stigmas associated with mental health care and creating opportunities for social engagement to reduce isolation
- Help to build and maintain a growing network of mental healthcare providers and make client referrals for service.
- Respond to internal referrals from IINE case specialists - Counsel and assist families in adjustment and attaining appropriate mental health services and, when appropriate, contribute to the client's self-sufficiency plan.
- Ensure that refugees obtain all needed medical and mental health services in a manner that is timely as well as culturally and linguistically appropriate.
- Facilitate wellness groups
- Conduct home visiting as part of the Family Strengthening Program for Refugees
- Increase refugee access to affordable mental healthcare and make referrals on client's behalf

- Document all contacts made on behalf of clients and services provided in the clients' case files; enters data in the central database.
- Report responsibilities as assigned: monthly domestic case coordination, quarterly and annual reports for the health Promotion program.
- Submit client's mental health records, I-94s and intake forms to mental health providers.
- Set mental health appointments, screenings and follow up appointments.
- Assist in cultural orientation by helping the client to navigate the Mental health system
- Documents all contacts made on behalf of clients and services provided in the clients' case files; enters data in the central database.
- Attend staff meetings and weekly Client Disposition meeting.
- *Perform all other duties assigned by supervisor.*

International Institute of New England

Key Personnel

Refugee Health Promotion Program

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Puspa Joshi	Health Case Worker	41,600	60%	\$37,452
TBD	Health Case Worker	41,600	60%	\$37,452

Refugee Health Promotion Program - Afghan

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Puspa Joshi	Health Case Worker	41,600	25%	\$15,638
TBD	Health Case Worker	41,600	24%	\$14,851

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Lori A. Shibliette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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

April 1, 2022

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

REQUESTED ACTION

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

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	\$117,187.50	\$130,425.00	\$247,612.50
International Institute of New England, Inc.	177551	Manchester, NH	\$117,187.50	\$130,425.00	\$247,612.50
		Total:	\$234,375.00	\$260,850.00	\$495,225.00

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

DocuSigned by:
Lori A. Shibinette
24BAB37ED8EB468...

Lori A. Shibinette
Commissioner

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

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

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

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

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

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

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

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

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

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

05-95-095-960010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONERS OFFICE; OFFICE OF THE COMMISSIONER; REFUGEE SERVICES (100% Federal Funds)

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

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	95070023	\$0	\$15,523	\$15,523
2023	102-500731	Contracts for Program Services	95070023	\$0	\$61,922	\$61,922
2024	102-500731	Contracts for Program Services	95070023	\$0	\$15,480	\$15,480
			<i>Subtotals</i>	\$0	\$92,925	\$92,925
TOTALS				\$117,187.50	\$130,425	\$247,612.50
GRAND TOTALS				\$234,376.00	\$260,850.00	\$496,226.00

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

This Amendment to the New Hampshire Refugee Health Promotion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International Institute of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, (Item #15), as amended on December 18, 2020, (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$247,612.50
2. Modify Exhibit B, Scope of Services by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded with 100% federal funds from Administration for Children & Families, as awarded on October 25, 2021 and December 29, 2021, by the Administration for Children & Families; CFDA# 93.566.
4. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-10, Budget – Amendment #2.
5. Add Exhibit C-5, Budget – Amendment #2, Exhibit C-6, Budget – Amendment #2, Exhibit C-7, Budget – Amendment #2, Exhibit C-8, Budget – Amendment #2, Exhibit C-9, Budget – Amendment #2 and Exhibit C-10, Budget – Amendment #2, which are attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/14/2022

Date

DocuSigned by:

Ann H. Landry

24BA037EDBE0483...

Name: Ann H. Landry

Title: Associate Commissioner

International Institute of New England, Inc.

4/14/2022

Date

DocuSigned by:

Jeffrey Thielman

FC9047C0F978428...

Name: Jeffrey Thielman

Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/15/2022

Date

DocuSigned by:
Robyn Guarino
748734844941480...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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



EXHIBIT B – Amendment #2

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services and activities that promote the health and wellness of designated Office of Refugee Resettlement (ORR)-eligible populations by:
 - 1.1.1. Providing opportunities to increase health literacy;
 - 1.1.2. Coordinating physical health and mental health care;
 - 1.1.3. Building capacity within communities to address mental health needs including but not limited to help overcoming stigmas associated with mental health care; and
 - 1.1.4. Creating opportunities for social engagement to reduce isolation, including but not limited to organizing wellness groups.
- 1.2. The Contractor shall provide services, statewide, to ORR-eligible populations to increase access to health care and reduce gaps in services, with an emphasis on the geographic areas of Concord, Manchester and Nashua. Services must include, but are not limited to:
 - 1.2.1. Physical and mental health case management.
 - 1.2.2. Health orientations.
 - 1.2.3. Health education.
 - 1.2.4. Home visiting.
 - 1.2.5. Targeted wellness groups.
 - 1.2.6. Health provider education.
- 1.3. The Contractor shall ensure all required services in 1.2 are:
 - 1.3.1. Client-centered;
 - 1.3.2. Trauma-informed;
 - 1.3.3. Strengths-based; and
 - 1.3.4. Culturally and Linguistically Appropriate (CLAS).
- 1.4. The Contractor shall provide physical health and mental health case management services to ORR-eligible clients who require care beyond the initial health examination, which includes, but is not limited to:
 - 1.4.1. Scheduling and coordinating health, including mental health, appointments.
 - 1.4.2. Accompanying clients to health appointments.

DS
JT

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



EXHIBIT B – Amendment #2

- 1.4.3. Providing and/or facilitating the provision of transportation to and from health appointments.
- 1.4.4. Ensuring appropriate interpreter services are available to clients during health appointments with providers, as needed.
- 1.4.5. Assisting ORR-eligible populations to obtain appropriate health insurance.
- 1.5. The Contractor shall provide uniform, continuous and timely transition of case management services from the initial refugee health examination and/or on day ninety-one (91) of resettlement, whichever is sooner, including all needed follow-up care, to ensure no gaps in services and continuity of care.
- 1.6. The Contractor shall schedule an initial dental examination for all ORR-eligible children 0-18 years of age within six (6) months of arrival.
- 1.7. The Contractor shall conduct health orientations that shall include, but are not limited to, the following topics:
 - 1.7.1. Navigating the U.S. health care system.
 - 1.7.2. Health insurance, including Refugee Medical Assistance.
 - 1.7.3. Privacy and consent laws.
 - 1.7.4. The right to language assistance in health care settings and the role of interpreters.
 - 1.7.5. Transportation options for medical appointments including, but not limited to:
 - 1.7.5.1. Public transportation training.
 - 1.7.5.2. Arranging Medicaid transportation.
 - 1.7.6. Understanding the different types of health care providers including, but not limited to:
 - 1.7.6.1. Primary care providers.
 - 1.7.6.2. Specialists.
 - 1.7.6.3. Pharmacists.
 - 1.7.7. Understanding the different types of health care and when, where and how to access each type including, but not limited to:
 - 1.7.7.1. Preventive.
 - 1.7.7.2. Urgent.
 - 1.7.7.3. Emergency.

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



EXHIBIT B – Amendment #2

- 1.7.8. Understanding the availability of mental/behavioral health services, including but not limited to treatment for substance use disorders, and when, where and how to access services.
- 1.7.9. Scheduling, keeping and cancelling appointments.
- 1.7.10. What to bring to appointments.
- 1.7.11. Medication, including but not limited to:
 - 1.7.11.1. The difference between prescribed medication and over-the-counter (OTT) medication.
 - 1.7.11.2. Refills.
 - 1.7.11.3. Dosage instructions.
 - 1.7.11.4. Side effects.
- 1.8. The Contractor shall provide appropriate interpreter services and translated materials at all health orientations.
- 1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new ORR-eligible populations, and modify the curriculum as needed, with approval from the Department.
- 1.10. The Contractor shall maintain documentation of individual ORR-eligible clients who have received health orientation services, including but not limited to:
 - 1.10.1. The individual clients who participated in a health orientation;
 - 1.10.2. The topic(s) of orientation completed by each participant;
- 1.11. The Contractor shall conduct both group, defined as a minimum of two (2) participants, and individual health orientations, including a minimum of one (1) home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.
- 1.12. The Contractor shall provide solely, or in collaboration with other organizations, health education to ORR-eligible populations. The Contractor shall:
 - 1.12.1. Identify topics of concern in each of the various ORR-eligible populations and prioritize topics that are most urgent or relevant on an ongoing basis.
 - 1.12.2. Invite and arrange for outside organizations to provide individual and/or group health education sessions on topics within their area(s) of expertise; which may include the topics identified in Subsection 1.12.6. below;
 - 1.12.3. Schedule presenters;
 - 1.12.4. Ensure the provision of interpreter services;
 - 1.12.5. Notify clients of class schedules;

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



EXHIBIT B – Amendment #2

- 1.12.6. Ensure health education sessions include topics relevant to ORR-eligible populations that may include, but are not limited to:
 - 1.12.6.1. Health insurance terms, coverage requirements and options, and the enrollment process.
 - 1.12.6.2. Disabilities including, but not limited to, autism.
 - 1.12.6.3. Women's health including, but not limited to, domestic violence and reproductive health.
 - 1.12.6.4. Men's health.
 - 1.12.6.5. Emotional Wellness.
 - 1.12.6.6. Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) health.
 - 1.12.6.7. Oral health and hygiene.
 - 1.12.6.8. Vision health.
 - 1.12.6.9. Nutrition and benefits of exercise.
 - 1.12.6.10. Human Immunodeficiency Virus (HIV).
 - 1.12.6.11. Tuberculosis risk reduction.
 - 1.12.6.12. Fire safety.
- 1.13. The Contractor shall distribute satisfaction surveys at health education sessions in order to survey clients on:
 - 1.13.1. The usefulness of the information provided;
 - 1.13.2. Presentation style; and
 - 1.13.3. Other relevant information.
- 1.14. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.
- 1.15. The Contractor shall facilitate the provision of non-clinical interventions including but not limited to wellness groups to:
 - 1.15.1. Promote refugee wellness;
 - 1.15.2. Reduce isolation; and
 - 1.15.3. Prevent suicide.
- 1.16. The Contractor shall facilitate a minimum of three (3) wellness groups each Contract year, utilizing an evidence-based curriculum that may include, but is not limited to, Pathways to Wellness Community Adjustment Support Group Training Manual and Curriculum.

JS

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



EXHIBIT B – Amendment #2

- 1.17. The Contractor shall implement the Family Strengthening Intervention for Refugees, a home visiting family-based preventive intervention, to a minimum of five (5) families each Contract year.
- 1.18. The Contractor shall support and/or assist with ORR-eligible population periodic emotional distress screenings using evidence-based tools that may include, but are not limited to, the Refugee Health Screener 15 (RHS-15), and communicate results and make referrals to health care providers as needed.
- 1.19. The Contractor shall maintain relationships with health care providers, including mental health providers, within the refugee resettlement network; and develop and foster relationships with a minimum of four (4) health care/mental health care providers who are not in the refugee resettlement network through:
 - 1.19.1. Outreach;
 - 1.19.2. Education; and
 - 1.19.3. Meetings.
- 1.20. The Contractor shall ensure relationships with health care providers/mental health providers within, and not within, the refugee resettlement network focus on, but are not limited to:
 - 1.20.1. Health needs and culture of ORR-eligible populations.
 - 1.20.2. Barriers to care that may include, but are not limited to:
 - 1.20.2.1. Language.
 - 1.20.2.2. Cultural factors.
 - 1.20.2.3. Transportation issues.
 - 1.20.3. Adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.20.4. National Standards for CLAS in health and healthcare.
- 1.21. The Contractor shall provide education and training to ORR-eligible populations on the availability of health insurance through employers, the Marketplace, expanded Medicaid and/or other financial assistance options at various stages of resettlement, which will include, but is not limited to:
 - 1.21.1. Assistance accessing and navigating the various health insurance options available;
 - 1.21.2. Assisting with health insurance enrollment applications; and/or
 - 1.21.3. Making referrals to organizations for assistance with health insurance applications.
- 1.22. The Contractor shall provide planning and evaluation assistance to the Department including, but not limited to:

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



EXHIBIT B – Amendment #2

- 1.22.1. Developing and collecting satisfaction surveys distributed at orientations, health sessions and trainings.
- 1.22.2. Tracking data, including:
 - 1.22.2.1. Number of referrals made;
 - 1.22.2.2. Number of training sessions and participants;
 - 1.22.2.3. Number of consultations or point of contact with providers; and
 - 1.22.2.4. Number of meetings and training sessions.
- 1.22.3. Collecting feedback from health service providers to evaluate the success of case management coordination, and implementing adjustments as necessary.
- 1.22.4. Collecting internal feedback from staff, particularly case managers and other case management specialists to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.
- 1.23. The Contractor shall communicate the results from ORR-eligible clients' health examinations conducted by a third party to medical providers as needed.
- 1.24. The Contractor shall facilitate referrals to behavioral health providers as needed.
- 1.25. The Contractor shall participate in virtual or in-person meetings with the Department upon request.
- 1.26. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 1.27. Staffing and Training
 - 1.27.1. The Contractor shall ensure the following staff positions to carry out the services as specified in this Scope of Services:
 - 1.27.1.1. Two (2) Case Managers:
 - 1.27.1.1.1. One (1) Case Manager who shall provide physical health case management services; and
 - 1.27.1.1.2. One (1) Case Manager who shall provide mental health case management services to ORR-eligible populations with complex health conditions.
 - 1.27.1.2. One (1) Administrator. Responsibilities include, but are not limited to:

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JT

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



EXHIBIT B – Amendment #2

- 1.27.1.2.1. Oversight and supervision of the two (2) Case Managers including performing all supervisory duties; and
 - 1.27.1.2.2. Oversight of the reporting process and ensuring all required reporting is complete and submitted to the Department timely in accordance with Section 2. Reporting Requirements.
- 1.28. The Contractor shall ensure staff participate in trainings on the following subject matters:
- 1.28.1. Understanding health insurance coverage and enrollment requirements on the state and federal levels in order to assist ORR-eligible populations obtain appropriate health insurance;
 - 1.28.2. Implementing the Family Strengthening Intervention for Refugees as specified in Subsection 1.17; and
 - 1.28.3. Professional development training that may include, but is not limited to, the National Alliance on Mental Illness Mental Health First Aide training, to inform practices.

2. Reporting Requirements

- 2.1. The Contractor shall submit semi-annual reports to the Department for reporting periods October 1 – September 30 and March 31 – April 1 no later than fifteen (15) days after the end of each reporting period, and upon request by the Department. Semi-annual reports must include, but are not limited to:
- 2.1.1. Number of new arrivals by:
 - 2.1.1.1. Gender;
 - 2.1.1.2. Age;
 - 2.1.1.3. Country of origin; and
 - 2.1.1.4. Immigration status.
 - 2.1.2. Number of clients receiving tuberculosis screening within the following time frames:
 - 2.1.2.1. Thirty (30) days of arrival;
 - 2.1.2.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.2.3. Ninety (90) days or more.
 - 2.1.3. Number receiving initial health exam within the following time frames:
 - 2.1.3.1. Thirty (30) days of arrival;
 - 2.1.3.2. Thirty (30) to ninety (90) days of arrival; and

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



EXHIBIT B – Amendment #2

- 2.1.3.3. Ninety (90) days of arrival or more:
- 2.1.4. Number of children six (6) months to sixteen (16) years of age who have been screened for lead.
- 2.1.5. Number of children two (2) to eighteen (18) years of age scheduled for first dental examination within six (6) months of arrival.
- 2.1.6. Number of clients referred to the following:
 - 2.1.6.1. Primary care provider;
 - 2.1.6.2. Dental care provider;
 - 2.1.6.3. Emergency room;
 - 2.1.6.4. Mental health provider;
 - 2.1.6.5. Infectious disease specialist;
 - 2.1.6.6. Vision care provider;
 - 2.1.6.7. Hearing care provider;
 - 2.1.6.8. HIV services;
 - 2.1.6.9. Tuberculosis follow-up services;
 - 2.1.6.10. Pre-natal care provider;
 - 2.1.6.11. Other specialists as well as the other conditions identified by the State Refugee Health Coordinator.
- 2.1.7. Demographic data for ORR-eligible clients served, including:
 - 2.1.7.1. Gender;
 - 2.1.7.2. Age;
 - 2.1.7.3. Primary language; and
 - 2.1.7.4. Country of origin.
- 2.1.8. Number of clients receiving health case management services.
- 2.1.9. Number of clients receiving mental health case management services.
- 2.1.10. Number of clients participating in a wellness groups.
- 2.1.11. Number of clients receiving initial health orientation and topic(s) covered.
- 2.1.12. Number of clients receiving health education and topic(s) covered.
- 2.1.13. Number of families participating in Family Strengthening Intervention for Refugees, including:
 - 2.1.13.1. Number of home visits completed;

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



EXHIBIT B – Amendment #2

- 2.1.13.2. The topics covered during each home visit; and
- 2.1.13.3. Number or percentage of new ORR-eligible clients receiving a health home visit.
- 2.1.14. Number of health providers receiving training.
- 2.1.15. Number of health case manager trainings and topic(s).
- 2.1.16. Number of ORR-eligible clients educated and/or referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.
- 2.2. The Contractor shall identify and submit the primary health related issues of concern in each of the ORR-eligible client communities to the Department. Primary health related issues may include, but are not limited to:
 - 2.2.1. Diabetes.
 - 2.2.2. Hypertension.
 - 2.2.3. Mental health.
 - 2.2.4. Oral health concerns.
- 2.3. The Contractor shall submit a final program report to the Department no later than fifteen (15) calendar days prior to the contract completion date.
- 2.4. The Contractor may be requested to provide additional key data and metrics to the Department on an as needed basis.

3. Performance Measures

- 3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:
 - 3.1.1. 100% of new ORR-eligible arrivals receive health-related orientations and/or workshops/trainings throughout the contract period, with priority given to those who have been in the United States for two (2) years or less;
 - 3.1.2. 100% of ORR-eligible clients who require care beyond the initial medical examination receive case management services, including mental health case management services, in accordance with Subsection 1.4;
 - 3.1.3. 100% of adult ORR-eligible clients receive assistance accessing affordable health insurance upon arrival;
 - 3.1.4. 100% of adult ORR-eligible clients are educated on the need to obtain appropriate health insurance when transitioning off of Refugee Medical Assistance;

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



EXHIBIT B – Amendment #2

- 3.1.5. All written materials and resources produced are translated;
- 3.1.6. Interpreter services are coordinated consistently and regularly throughout the contract period;
- 3.1.7. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible clients have increased knowledge and understanding of:
 - 3.1.7.1. Accessing and navigating the US Health System in order to obtain health insurance;
 - 3.1.7.2. Scheduling and keeping health appointments; and
 - 3.1.7.3. Utilizing public, Medicaid and/or other appropriate transportation to get to and from medical and mental health appointments.
- 3.1.8. Results of the satisfaction surveys distributed at each orientation, workshop and training demonstrate 80% of ORR-eligible adult clients gained knowledge on a minimum of one (1) health topic.
- 3.1.9. A minimum of three (3) Wellness Groups are facilitated each contract year;
- 3.1.10. A minimum of five (5) families are enrolled in and receive the Family Strengthening Intervention for Refugees each contract year;
- 3.1.11. A minimum of four (4) new relationships are established with providers outside of the refugee resettlement network each contract year.
- 3.1.12. A minimum of four (4) meetings with providers within the refugee resettlement network are conducted each contract year.
- 3.2. The Contractor shall develop and submit a corrective action plan for any performance measure(s) not on target to be achieved annually, in accordance with Subsection 3.1, to the Department on a quarterly basis until such time all measures are achievable annually, that must include:
 - 3.2.1. The barrier(s) to achieving the measure(s) annually; and
 - 3.2.2. A detailed plan to achieve the measure(s) annually that must include, but is not limited to, a timeline.

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



EXHIBIT B – Amendment #2

Additional Terms

3.3. Impacts Resulting from Court Orders or Legislative Changes

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

3.4. Culturally and Linguistically Appropriate Services (CLAS)

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

3.5. Credits and Copyright Ownership

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

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

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

- 3.5.3.1. Brochures.
- 3.5.3.2. Resource directories.
- 3.5.3.3. Protocols or guidelines.
- 3.5.3.4. Posters.
- 3.5.3.5. Reports.

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

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



EXHIBIT B – Amendment #2

3.6. Operation of Facilities: Compliance with Laws and Regulations

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

3.7. Eligibility Determinations

- 3.7.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.7.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3.7.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 3.7.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

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



EXHIBIT B – Amendment #2

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

5. Termination Report/Transition Plan

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

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



EXHIBIT B – Amendment #2

- 5.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 5.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

6. Exhibits Incorporated

- 6.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.
- 6.2. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties and is incorporated by reference herein.
- 6.3. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

Exhibit C-5, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England
 Budget Request for: Refugee Health Promotion Program - Afghan
 (Year of 2021)
 Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1 Total Labor/Wages	8,641.84		8,641.84				8,641.84		8,641.84
2 Contract Benefits	1,164.75		1,164.75				1,164.75		1,164.75
3 Contractual									
4 Equipment									
5 Services									
6 Materials									
7 Travel									
8 Other									
9 Indirect As A Percent of Direct									
TOTAL	9,806.59		9,806.59				9,806.59		9,806.59



 Contractor Name
 Date 4/14/2022

Exhibit C-6, Budget - Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England
 Budget Request for: Refugee Health Promotion Program - Health Promotion Services
 (State of NH)
 Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contract Share / Month			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1 Total Expenditures	12,464.18		12,464.18				12,464.18		12,464.18
2 Employee Salaries	2,871.51		2,871.51				2,871.51		2,871.51
3 Contractual									
4 Equipment									
5 Supplies									
6 Travel and Transportation									
7 Materials									
8 Utilities									
9 Other									
10 Total	167.00		167.00				167.00		167.00
11 Contingency									
12 Current Expenses									
13 Telephone									
14 Postage									
15 Reproduction									
16 Fuel and Motor									
17 Printing									
18 Travel Expenses									
19 Supplies									
20 Materials/Consumables									
21 Fuel Expenses and Travel									
22 Utility and Agreements									
23 Other (Specify below if mandatory)									
24 Other Expenses									
25 Indirect As A Percent of Direct									
TOTAL	16,331		16,331				16,331		16,331

Indirect As A Percent of Direct 60%



 Contractor Initials: JT
 Date: 4/14/2022

Exhibit C-7, Budget - Amendment #2

New Hampshire Department of Health and Human Services									
Bidder/Program Name: International Institute of New England Budget Request for: Refugee Health Promotion Program - Alpha (June of 2022) Budget Period: July 1, 2022 - June 30, 2023									
Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Travel/Voyage	20,524.17		20,524.17				20,524.17		20,524.17
2. Employee Benefits	4,873.25		4,873.25				4,873.25		4,873.25
3. Computers									
4. Equipment									
5. Rental									
6. Repair and Maintenance									
7. Purchase (Expendable)									
8. Supplies									
9. Materials									
10. Lab									
11. Pharmacy									
12. Medical									
13. Office									
14. Travel									
15. Contingency									
16. Contract Expenses									
17. Rentals									
18. Postage									
19. Subscriptions									
20. Audit and Legal									
21. Insurance									
22. Board Expenses									
23. Salaries									
24. Marketing Communications									
25. Staff Education and Training									
26. Subcontract Agreements									
27. Other (specify details in narrative)									
28. Direct Assistance									
29. Indirect As A Percent of Direct									
TOTAL	25,397.42		25,397.42				25,397.42		25,397.42

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 Consideration
 Date 4/14/2022

Exhibit C-8, Budget - Amendment #2

New Hampshire Department of Health and Human Services										
Exhibit/Program Name: International Institute of New England Budget Request No: Refugee Health Promotion Program - Health Promotion Services (part of 999) Budget Period: July 1, 2022 - June 30, 2023										
Line Item	Total Program Cost			Contractor Share Match			Funded by 999-8 contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
	Appropriated	Placed		Appropriated	Placed		Appropriated	Placed		
1 Total Salary/Wages	42,126.84		42,126.84				42,126.84			42,126.84
2 Consultant Fees/fees	11,465.42		11,465.42				11,465.42			11,465.42
3 Com. share										
4 Equipment										
Part of										
Repair and Maintenance										
Purchase Organization										
5 Supplies										
Educational										
Lab										
Pharmacy										
Medical										
Office										
6 Travel	500.00		500.00				500.00			500.00
Occupancy										
7 Current Expenses										
Telephone										
Printing										
Subscription										
Audit and Legal										
Insurance										
Travel Expenses										
8 Software										
9 Marketing Communications										
10 Staff Education and Training										
11 Subcontract Agreements										
12 Other (Specify by dollar amounts)										
13 Indirect Expenses										
Indirect As A Percent of Direct			0.0%							
TOTAL	61,972		61,972				61,972			61,972

Exhibit C-6, Budget - Amendment #2

New Hampshire Department of Health and Human Services										
Budget/Program Name: International Institute of New England Budget Request for: Refugee Health Promotion Program - Afghan (line of 000) Budget Period: July 1, 2021 - September 30, 2022										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHD Contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1 Total Salary/Wages	6,011.84		6,011.84				6,011.84		6,011.84	
2 Employee Benefits	1,159.75		1,159.75				1,159.75		1,159.75	
3 Consultants										
4 Equipment										
5 Supplies										
6 Contractual										
7 Travel										
8 Occupancy										
9 Contract Expenses										
10 Materials/Communications										
11 Staff Education and Training										
12 Supplies/contract agreements										
13 Other (Excludes direct materials)										
Direct As A Percent of Direct										
TOTAL	6,796		6,796				6,796		6,796	




 Contractor Initials
 Date: 4/14/2022

Exhibit C-10, Budget - Amendment #2

New Hampshire Department of Health and Human Services											
Bidder/Program Name: International Institute of New England											
Budget Request For: Refugee Health Promotion Program - Health Promotion Services											
Budget Period: July 1, 2021 - September 30, 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Contract Lines				
	Direct Supplemental Fund	Indirect Fund	Total	Direct Supplemental Fund	Indirect Fund	Total	Direct Supplemental Fund	Indirect Fund	Total	Total	
1. Personnel	12,441.00		12,441.00							12,441.00	12,441.00
2. Contract Services	2,871.50		2,871.50							2,871.50	2,871.50
3. Materials											
4. Supplies											
5. Services											
6. Travel	125.00		125.00							125.00	125.00
7. Occupancy											
8. Current Expenses											
9. Telephone											
10. Postage											
11. Subscriptions											
12. Audit and Legal											
13. Insurance											
14. Board Expenses											
15. Software											
16. Information Systems Programs											
17. Staff Education and Training											
18. Subordinate Personnel											
19. Other Personnel (Specify in Remarks)											
20. Other Assistance											
Indirect As a Percent of Direct											
TOTAL	15,440		15,440							15,440	15,440
Indirect As A Percent of Direct			0%								

Contractor Initials: 
 Date: 4/14/2022

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MAC



Lori A. Shibaette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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

November 3, 2020

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

REQUESTED ACTION

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

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

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

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

05-95-98-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	42200012	\$65,421	\$9,375	\$74,796
2022	102-500731	Contracts for Prog Svc	42200012	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Svc	42200012	\$75,000	\$0	\$75,000
2024	102-500731	Contracts for Prog Svc	42200012	\$9,579	\$0	\$9,579
			Total	\$226,000	\$9,375	\$234,375

EXPLANATION

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc.

Vendor #222201

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

International Institute of New England, Inc.

Vendor #177551

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

Overall Total	\$ 225,000.00	\$ 9,375.00	\$ 234,375.00
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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**

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

This 1st Amendment to the New Hampshire Refugee Health Promotion Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and International Institute of New England, Inc. (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 Boylston Street 3rd Floor Boston, MA, 02116.

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$117,187.50.
3. Modify Exhibit C-1, Budget Sheet by replacing in its entirety with Exhibit C-1, Budget Sheet Amendment #1, which is attached hereto and incorporated by reference herein.



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

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

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

State of New Hampshire
Department of Health and Human Services

11/19/2020

Date

DocuSigned by:

Ann H. N. Landry

Name: Ann H. N. Landry

Title: Associate Commissioner

International Institute of New England, Inc.

11/9/2020

Date

DocuSigned by:

Jeffrey Thielman

Name: Jeffrey Thielman

Title: President & CEO



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

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

OFFICE OF THE ATTORNEY GENERAL

11/25/2020

Date

DocuSigned by:

D5CA8702E32CAAE...

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date


Name:

Title:

DocuSign Envelope ID: 89DF088C-AB15-4533-9302-728EE2D34080

Exhibit C-1, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services										
Bidder/Program Name: International Institute of New England										
Budget Request for: New Hampshire Endless Health Promotion Program										
Budget Period: 01/01/20 - 07/30/21										
Line Item	Total Program Cost			Costs to be Shared/Shared			Funded by UNHS General Fund			
	Level	Subtotal	Total	Level	Subtotal	Total	Level	Subtotal	Subtotal	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	Fixed	
1. Total Available Cash	27,150.00	-	27,150.00	-	-	-	27,150.00	-	-	27,150.00
2. Contract Budgets	1,150.00	-	1,150.00	-	-	-	1,150.00	-	-	1,150.00
3. Contingency	2,750.00	-	2,750.00	-	-	-	2,750.00	-	-	2,750.00
4. Personnel	-	-	-	-	-	-	-	-	-	-
5. Materials	-	-	-	-	-	-	-	-	-	-
6. Equipment	-	-	-	-	-	-	-	-	-	-
7. Printing and Reproduction	-	-	-	-	-	-	-	-	-	-
8. Office	207.75	-	207.75	-	-	-	207.75	-	-	207.75
9. Travel	100.00	-	100.00	-	-	-	100.00	-	-	100.00
10. Supplies	1,800.00	-	1,800.00	-	-	-	1,800.00	-	-	1,800.00
11. Contract Expenses	833.25	-	833.25	-	-	-	833.25	-	-	833.25
12. Telephone	-	-	-	-	-	-	-	-	-	-
13. Fuel and Travel	-	-	-	-	-	-	-	-	-	-
14. Insurance	-	-	-	-	-	-	-	-	-	-
15. Bond (Contract)	-	-	-	-	-	-	-	-	-	-
16. Supplies	-	-	-	-	-	-	-	-	-	-
17. Printing/Reproduction	-	-	-	-	-	-	-	-	-	-
18. Fuel and Travel	-	-	-	-	-	-	-	-	-	-
19. Telephone	-	-	-	-	-	-	-	-	-	-
20. Office (Contract, Lease, Rent)	-	-	-	-	-	-	-	-	-	-
21. Contract Expenses	-	-	-	-	-	-	-	-	-	-
22. Other (Contract, Lease, Rent)	-	-	-	-	-	-	-	-	-	-
Subtotal - UNHS General Fund	-	-	2,800.00	-	-	-	-	-	2,800.00	2,800.00
Total	31,050.00	-	31,050.00	-	-	-	31,050.00	-	2,800.00	33,850.00


 Contract Inhibit
 11/9/2020
 Date



Lori A. Shilbette
Commissioner

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

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

15
max

March 20, 2020

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

REQUESTED ACTION

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

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

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

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

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

EXPLANATION

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

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

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

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

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

Refugee Health Promotion services provided by the Contractors will

- (1) Promote the health literacy of refugees to enable them to access and navigate the U.S. Health Care System independently;
- (2) Ensure refugees obtain all needed medical and mental health services in a timely and culturally appropriate manner;
- (3) Increase refugee access to affordable health care over the long term; and
- (4) Assist refugees become self-sufficient and decrease the need for public assistance.

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

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

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

Ascentria Community Services, Inc.

Vendor #222201

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

International Institute of New England, Inc.

Vendor #177551

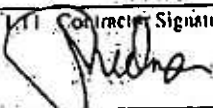

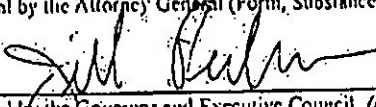
State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42200012	\$ 32,609.00
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2024	102/500731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

Overall Total	\$ 225,000.00
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Subject: New Hampshire Refugee Health Promotion Program (SS-2021-OHE-01-REFUG-02)

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

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

1. IDENTIFICATION.			
1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston Street 3rd Floor Boston, MA, 02116	
1.5 Contractor Phone Number (617) 695-9990	1.6 Account Number 05-095-042-7922000-42200012	1.7 Completion Date August 14, 2023	1.8 Price Limitation 112,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 3/19/20		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President and CEO	
1.13 State Agency Signature  Date: 3/25/2020		1.14 Name and Title of State Agency Signatory Ann Landry, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/2/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials **JT**
Date 3/19/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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



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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services and activities that promote the health and wellbeing of designated eligible refugees. Services shall include, but are not limited to, medical and mental health case management, health orientations, health education, and health provider education. Services will ensure that refugees: (1) obtain needed health (including mental health) care beyond the initial health screening; and (2) gain the basic knowledge and skills they need to navigate the U.S. health care system and to manage their own health and health care independently. Services will help to increase refugee access to health care and to reduce gaps in services.
- 1.2. The Contractor shall ensure services are delivered statewide with a focus on the geographic areas of Concord, Manchester, and Nashua.
- 1.3. The Contractor shall designate a case manager to provide health (including mental health) case management services to ensure refugees with complex health conditions obtain needed health care beyond the initial health exam, including appropriate health insurance.
- 1.4. The Contractor shall ensure case management services include, but are not limited to:
 - 1.4.1. Scheduling and coordinating medical and mental health appointments;
 - 1.4.2. Accompanying clients to medical appointments;
 - 1.4.3. Providing and facilitating the provision of transportation to and from the appointments;
 - 1.4.4. Ensuring appropriate interpreter services are available as necessary during appointments; and
 - 1.4.5. Assisting refugees with obtaining appropriate health insurance.
- 1.5. The Contractor shall ensure a uniform, continuous and timely transition of case management services from the initial refugee health examination to all needed follow-up care beginning after the completion of the initial refugee health examination and/or on day ninety one (91) of resettlement (whichever is sooner), to ensure there are no gaps in services and continuity of care.
- 1.6. The Contractor shall schedule an initial dental appointment for all refugee children (age 0-18) within six (6) months of arrival.
- 1.7. The Contractor shall conduct culturally and linguistically sensitive health orientations which shall include, but not be limited to the following topics:
 - 1.7.1. Navigating the U.S. health care system.
 - 1.7.2. Health insurance, including Refugee Medical Assistance.

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- 1.7.3. Privacy and consent laws.
- 1.7.4. The right to language assistance in health care settings and the role of interpreters.
- 1.7.5. Transportation options for medical appointments, including but not limited to:
 - 1.7.5.1. Public transportation training; and
 - 1.7.5.2. Arranging Medicaid transportation.
- 1.7.6. Understanding types of health care providers including but not limited to:
 - 1.7.6.1. Primary care providers;
 - 1.7.6.2. Specialists; and
 - 1.7.6.3. Pharmacists.
- 1.7.7. Understanding types of health care (e.g., preventive, urgent, emergency), and when, where and how to access each type.
- 1.7.8. Understanding availability of and when, where and how to access mental/behavioral health services, including treatment for substance use disorders.
- 1.7.9. Scheduling, keeping and cancelling appointments.
- 1.7.10. What to bring to appointments.
- 1.7.11. Medication, including but not limited to:
 - 1.7.11.1. The difference between prescriptions and over-the-counter medication;
 - 1.7.11.2. Refills;
 - 1.7.11.3. Dosage instructions; and
 - 1.7.11.4. Side effects.
- 1.8. The Contractor shall provide appropriate interpreter services and translated materials for the health orientations.
- 1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new refugee populations, with approval from the State Refugee Program.
- 1.10. The Contractor shall maintain documentation of individual refugees who have received health orientation services, including but not limited to the following:
 - 1.10.1. The individual clients participating in the health orientation;
 - 1.10.2. The topic(s) of orientation completed by each participant;



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- 1.11. The contractor shall conduct both group (defined as a minimum of two (2) participants) and individual health orientations, including at least one home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.
- 1.12. The Contractor shall provide, solely or in collaboration with other organizations, at least six (6) group health education classes. The contractor shall:
 - 1.12.1. Identify topics of concern in each of the various refugee populations and prioritize the topics that are most urgent or relevant on an ongoing basis.
 - 1.12.2. Invite and arrange for outside organizations to provide health education classes on the identified topics that are within their expertise;
 - 1.12.3. Schedule the presenters;
 - 1.12.4. Ensure the provision of interpreter services;
 - 1.12.5. Notify clients of class schedules;
 - 1.12.6. Health education session topics may include, but are not limited to:
 - 1.12.6.1. Health insurance terms, coverage requirements, options and the enrollment process.
 - 1.12.6.2. Disabilities, including but not limited to autism.
 - 1.12.6.3. Women's health, including but not limited to domestic violence and reproductive health;
 - 1.12.6.4. Men's health;
 - 1.12.6.5. Emotional Wellness;
 - 1.12.6.6. Lesbian, Gay, Bisexual, and Transgender (LGBT) health;
 - 1.12.6.7. Oral health and hygiene;
 - 1.12.6.8. Vision health;
 - 1.12.6.9. Nutrition and benefits of exercise;
 - 1.12.6.10. Human Immunodeficiency Virus (HIV);
 - 1.12.6.11. Tuberculosis risk reduction;
 - 1.12.6.12. Fire safety;
 - 1.12.7. The Contractor shall provide health education in a culturally and linguistically appropriate manner.
 - 1.12.8. The Contractor shall distribute satisfaction surveys at health education sessions, to survey clients on the usefulness of the information, presentation style, and other relevant information.



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- 1.13. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.
- 1.14. The Contractor shall support the provision of nonclinical interventions, such as adjustment support groups, to promote refugee wellness and prevent suicide.
- 1.15. The Contractor shall participate in National Alliance on Mental Illness Mental Health First Aide trainings and/or other similar professional development opportunities, to inform practices.
- 1.16. The Contractor shall support and/or assist with periodic screening of refugees for emotional distress using the Refugee Health Screener 15 (RHS-15), communicate results, and make referrals to health care providers as needed.
- 1.17. The Contractor shall maintain relationships with the health (including mental health) providers within the refugee resettlement network through outreach, education and meetings. Areas of focus shall include but are not limited to:
 - 1.17.1. Refugee health needs and culture.
 - 1.17.2. Barriers to care that may include but are not limited to language, cultural factors, and transportation issues.
 - 1.17.3. Continued adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.17.4. National Standards for CLAS in health and healthcare.
- 1.18. The Contractor shall develop and foster relationships with a minimum of four (4) health care (including mental health) providers who are not in the refugee resettlement network through outreach, meetings and education. Areas of focus shall include, but not be limited to the following:
 - 1.18.1. Refugee health needs and culture.
 - 1.18.2. Barriers to care that include, but are not limited to language and culture barriers, and transportation issues.
 - 1.18.3. CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.18.4. National Standards for CLAS in health and healthcare.
- 1.19. The Contractor shall provide education and training to refugees at various stages of resettlement about the availability of health insurance through the Marketplace and alternative sources.
- 1.20. The Contractor shall provide assistance with accessing, navigating and enrolling in health insurance options through the Marketplace, expanded Medicaid or other financial assistance options including but not limited to facilitating applications.



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- 1.21. The Contractor shall provide planning and evaluation for Refugee Health Promotion Program (RHPP), including but not limited to the following:
 - 1.21.1. Develop and collect linguistically appropriate surveys/questionnaires that are built into health sessions and trainings.
 - 1.21.2. Track the following:
 - 1.21.2.1. Number of referrals made;
 - 1.21.2.2. Number of training sessions and participants;
 - 1.21.2.3. Number of consultations or point of contact with providers; and
 - 1.21.2.4. Number of meetings and training sessions.
 - 1.21.3. Feedback with health service providers to learn how the coordination is working and make adjustments as necessary.
 - 1.21.4. Internal feedback with staff, particularly case managers (and other case management specialists) to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.
- 1.22. The Contractor shall communicate any health screening results received, which may be conducted by the Contractor or by a third party, concerning a client, to medical providers as needed.
- 1.23. The Contractor shall facilitate referrals to behavioral health providers, as needed.
- 1.24. The Contractor shall maintain documentation of the following:
 - 1.24.1. Overall number of refugees resettled in the reporting period.
 - 1.24.2. Number of initial domestic health examinations completed within thirty (30), sixty (60) and ninety (90) days of arrival.
 - 1.24.3. Number of refugees receiving health and/or mental health case management services to address complex health conditions beyond the initial domestic health examination.
 - 1.24.4. The demographics of the refugees served, including gender, age, primary language, and country fled.
 - 1.24.5. Number of refugees referred for follow-up services related to Dental Issues, Emergency Issues (ER), Tuberculosis, HIV, Mental Health, Infectious Disease, Physical Therapy, Prenatal Care, Hearing Issues, Vision Issues, and other conditions identified by the NH State Refugee Health Coordinator.
 - 1.24.6. Number of refugees assisted in obtaining appropriate health insurance – both upon arrival, and at the time of transition off Refugee Medical Assistance.

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- 1.25. The Contractor shall identify the primary health related issues of concern in each of the various refugee communities. Concerns may include but are not limited to diabetes, hypertension, mental health and/or oral health concerns.
- 1.26. The Contractor shall provide all required reporting to the Department within fifteen (15) days following the completion of the reporting period.
- 1.27. The Contractor shall provide semi-annual reporting to the Department within thirty (30) days following the completion of the reporting period.
- 1.28. The Contractor shall provide all required reporting at in-person meetings as requested by the Department.
- 1.29. The Contractor shall have the following staff:
 - 1.29.1. One (1) Administrator; and
 - 1.29.2. One (1) Health Case Manager.
- 1.30. The Contractor shall participate in trainings in order to understand health insurance coverage and enrollment requirements on both the state and federal level.

2. Reporting Requirements

- 2.1. The Contractor shall submit monthly reports to the Department within thirty (30) days following the end of the reporting period, to include but not limited to:
 - 2.1.1. Number arrivals by gender and immigration status.
 - 2.1.2. Number receiving tuberculosis screening within the following time periods:
 - 2.1.2.1. Thirty (30) days of arrival;
 - 2.1.2.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.2.3. Ninety (90) days or more.
 - 2.1.3. Number receiving initial health exam within the following time periods:
 - 2.1.3.1. Thirty (30) days of arrival;
 - 2.1.3.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.3.3. Ninety (90) days or more.
 - 2.1.4. Number of children age six (6) months to sixteen (16) years of age that have been screened for lead.
 - 2.1.5. Number of children scheduled for first dental appointment within six (6) months of arrival.
 - 2.1.6. Number of clients referred to the following:
 - 2.1.6.1. Primary care provider;
 - 2.1.6.2. Dental care provider;

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- 2.1.6.3. Emergency room;
- 2.1.6.4. Mental health provider;
- 2.1.6.5. Infectious disease specialist;
- 2.1.6.6. Vision care provider;
- 2.1.6.7. Hearing care provider;
- 2.1.6.8. Pre-natal care provider; and
- 2.1.6.9. Other specialists.
- 2.1.7. Number of clients receiving services by country of origin.
- 2.1.8. Number of clients receiving health case management services:
- 2.1.9. Number receiving mental health case management services.
- 2.1.10. Number clients participating in an adjustment support group.
- 2.1.11. Number clients receiving initial health orientation and topic(s) covered.
- 2.1.12. Number clients receiving health education and topic(s) covered.
- 2.1.13. Number of service providers receiving training.
- 2.1.14. Number of health case manager trainings and topic(s).
- 2.2. The Contractor shall submit semi-annual reports to the Department within thirty (30) days following the period completion, and as required by grantor.
- 2.3. The Contractor shall submit a final program report to the Department within thirty (30) days prior to the completion of the contract period.

3. Performance Measures

- 3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:
 - 3.1.1. 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.
 - 3.1.2. 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.
 - 3.1.3. 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.
 - 3.1.4. 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.
 - 3.1.5. 100% of all refugees with acute or chronic health conditions who require care beyond the initial medical examination shall receive case management, including but not limited to:



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- 3.1.5.1. Scheduling and coordinating medical appointments;
- 3.1.5.2. Transportation services; and
- 3.1.5.3. Interpretation services.
- 3.1.6. 80% of refugees shall demonstrate increased knowledge about health insurance requirements including how, when and where to enroll in health insurance.
- 3.1.7. 80% of adults will demonstrate increased knowledge about accessing and navigating US Health system.
- 3.1.8. 80% of adults will know how to make and keep health appointments.
- 3.1.9. 80% of adults will know how to use public, Medicaid and/or appropriate transportation to get to medical appointments.
- 3.1.10. 80% of adults will demonstrate increased knowledge of at least one health topic.
- 3.1.11. 100% of clients with health needs beyond initial exam will be scheduled for follow-up care.
- 3.1.12. 100% of arrivals with mental health needs will be scheduled for appointment within 60 days of arrival.
- 3.1.13. A minimum of four (4) new relationships with providers outside of the refugee resettlement network shall be established during each annual project period.
- 3.1.14. A minimum of four (4) meetings with providers within the refugee resettlement network shall take place during each annual project period.
- 3.2. The Contractor shall measure program outputs through the following which shall include but not be limited to:
 - 3.2.1. Number and percentage of new refugees attending group health orientations, and the topics completed during each session;
 - 3.2.2. Number of percentage of new refugees receiving a health home visit.
 - 3.2.3. Number of referrals to health, mental and behavioral health or other services.
- 3.3. The Contractor shall measure the health literacy among refugees and the improvement of their understanding of their health and of the American health system by utilizing a simple questionnaire offered at each workshop and orientation.
- 3.4. The Contractor shall track the number of individuals participating in and completing health education sessions, as well as the topics covered in each session.

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- 3.5. The Contractor shall track the number and percentage of refugees receiving health and mental health case management services, including:
- 3.5.1. Refugee demographics.
- 3.6. The Contractor shall track the number of health providers in the refugee resettlement network receiving education/ training.
- 3.6.1. The Contractor shall track the number of health providers outside the refugee resettlement network receiving education/training.
- 3.7. The Contractor shall measure the effectiveness of support services provided to refugees to increase their access to appropriate health insurance by tracking the number and percentage of refugees accessing affordable health insurance upon arrival and those educated about and referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.
- 3.8. The Contractor shall work collaboratively with the Department and other key stakeholders to adapt any performance targets if necessary.
- 3.9. The Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved.
- 3.10. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.11. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 3.12. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 4. Additional Terms**
- 4.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 4.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 4.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.



4.3. Credits and Copyright Ownership

- 4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 4.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.3.3.1. Brochures.
 - 4.3.3.2. Resource directories.
 - 4.3.3.3. Protocols or guidelines.
 - 4.3.3.4. Posters.
 - 4.3.3.5. Reports.
- 4.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

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4.5. Eligibility Determinations

- 4.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 4.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 4.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations:

5. Records

- 5.1. The Contractor shall keep records that include, but are not limited to:
 - 5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.



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

6. Termination Report/Transition Plan

- 6.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 6.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 6.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 6.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

7. Exhibits Incorporated

- 7.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.
- 7.2. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability

SS-2021-OHE-01-REFUG-02

Contractor Initials

JT

Date

3/19/20

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



and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties and is incorporated by reference herein.

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

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



Payment Terms

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

Laura McGlashan, NH State Refugee Health Coordinator
Department of Health and Human Services
Office of Health Equity
97 Pleasant Street, Thayer Building
Concord, NH 03301
(603)-271-2688
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

JT

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

EXHIBIT C



10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
11. Audits
 - 11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 11.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

JT
3/19/20

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: New Hampshire Refugee Health Promotion Program

Budget Period: 8/15/20 - 6/30/21

Line Item	Total Program Cost				Contractor Share / Match				Amounts Covered / Funded by OHRG			
	Direct	Indirect	Total	%	Direct	Indirect	Total	%	Direct	Indirect	Total	%
1. Total Salary/Wages	18,819.87	-	18,819.87	-	-	-	-	-	18,819.87	-	18,819.87	-
2. Employee Benefits	4,282.57	-	4,282.57	-	-	-	-	-	4,282.57	-	4,282.57	-
3. Consultants	2,500.00	-	2,500.00	-	-	-	-	-	2,500.00	-	2,500.00	-
4. Equipment	-	-	-	-	-	-	-	-	-	-	-	-
Rent	-	-	-	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-	-
Office	367.78	-	367.78	-	-	-	-	-	367.78	-	367.78	-
6. Travel	199.57	-	199.57	-	-	-	-	-	199.57	-	199.57	-
7. Occupancy	1,093.68	-	1,093.68	-	-	-	-	-	1,093.68	-	1,093.68	-
8. Current Expenses	-	-	-	-	-	-	-	-	-	-	-	-
Telephony	652.18	-	652.18	-	-	-	-	-	652.18	-	652.18	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
Appl and Util	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-	-	-
9. Salaries	-	-	-	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	-	-
12. Support Activities	-	-	-	-	-	-	-	-	-	-	-	-
13. Other (Please describe in comments)	-	-	-	-	-	-	-	-	-	-	-	-
Indirect As A Percent of Direct	-	4,891.35	4,891.35	17.85%	-	-	-	-	-	4,891.35	4,891.35	17.85%
TOTAL	27,717.65	4,891.35	32,609.00	17.85%	-	-	-	-	27,717.65	4,891.35	32,609.00	17.85%

Contractor Initial: JT
 Date: 3/19/20

New Hampshire Department of Health and Human Services

Division/Program Name: International Institute of New England

Budget Request for: New Hampshire Refugee Health Promotion Program

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

Line Item	Total Program Cost				Congressional Share / FEMA				Funds Filled by Other Contract Elements			
	Amount	Percent of Direct	Percent of Total	Total	Amount	Percent of Direct	Percent of Total	Total	Amount	Percent of Direct	Percent of Total	Total
1. Total Salaries/Wages	21,412.85	5	5	21,412.85	-	-	-	-	21,412.85	5	5	21,412.85
2. Employee Pension	4,924.91	5	5	4,924.91	-	-	-	-	4,924.91	5	5	4,924.91
3. Commodities	2,873.09	5	5	2,873.09	-	-	-	-	2,873.09	5	5	2,873.09
4. Equipment:												
Travel	-	-	-	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Purchase of Information	-	-	-	-	-	-	-	-	-	-	-	-
5. Supplies:												
Clothing	-	-	-	-	-	-	-	-	-	-	-	-
Linen	-	-	-	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-
Other	437.84	5	5	437.84	-	-	-	-	437.84	5	5	437.84
6. Travel	779.34	5	5	779.34	-	-	-	-	779.34	5	5	779.34
7. Outpatient	1,780.00	5	5	1,780.00	-	-	-	-	1,780.00	5	5	1,780.00
8. Current Expenses:												
Telephone	750.00	5	5	750.00	-	-	-	-	750.00	5	5	750.00
Postage	-	-	-	-	-	-	-	-	-	-	-	-
Subscription	-	-	-	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-	-	-	-
10. Materials/Construction	-	-	-	-	-	-	-	-	-	-	-	-
11. Start-Up/Start-up and Start-up	-	-	-	-	-	-	-	-	-	-	-	-
12. Subcontract/Management	-	-	-	-	-	-	-	-	-	-	-	-
13. Other (See 4, 5, 6, 7, 8, 9, 10, 11, 12)	-	-	-	-	-	-	-	-	-	-	-	-
Indirect As A Percent of Direct	-	-	5	1,625.94	-	-	-	-	-	-	5	1,625.94
TOTAL	31,873.00	5	5	31,873.00	-	-	-	-	31,873.00	5	5	31,873.00
Indirect As A Percent of Direct			5	1,625.94							5	1,625.94

Correctly Input JT
 Date 3/19/20

New Hampshire Department of Health and Human Services

Bid Item/Program Name: International Institute of New England

Budget Request for: New Hampshire Refugee Health Protection Program

Budget Period: 7/1/21 - 6/30/23

Line Item	Quantity	Direct		Indirect		Total		Direct	Indirect	Total	Funded by DHEC Contract Share		Total
		Quantity	Amount	Quantity	Amount	Quantity	Amount				Quantity	Amount	
1. Total Salary/Wages	5	21,412.85	0	0	0	21,412.85	0	0	0	21,412.85	0	0	21,412.85
2. Employee Benefits	5	4,824.91	0	0	0	4,824.91	0	0	0	4,824.91	0	0	4,824.91
3. Consultants	5	2,875.00	0	0	0	2,875.00	0	0	0	2,875.00	0	0	2,875.00
4. Programs	5	0	0	0	0	0	0	0	0	0	0	0	0
Retail	5	0	0	0	0	0	0	0	0	0	0	0	0
Equip and Maintenance	5	0	0	0	0	0	0	0	0	0	0	0	0
Purchase/Operational	5	0	0	0	0	0	0	0	0	0	0	0	0
5. Supplies	5	0	0	0	0	0	0	0	0	0	0	0	0
Equipment	5	0	0	0	0	0	0	0	0	0	0	0	0
Lab	5	0	0	0	0	0	0	0	0	0	0	0	0
Pharmacy	5	0	0	0	0	0	0	0	0	0	0	0	0
Medical	5	0	0	0	0	0	0	0	0	0	0	0	0
Office	5	422.84	0	0	0	422.84	0	0	0	422.84	0	0	422.84
6. Travel	5	279.50	0	0	0	279.50	0	0	0	279.50	0	0	279.50
7. Occupancy	5	1,290.00	0	0	0	1,290.00	0	0	0	1,290.00	0	0	1,290.00
8. Contract Expenses	5	0	0	0	0	0	0	0	0	0	0	0	0
Telephone	5	750.00	0	0	0	750.00	0	0	0	750.00	0	0	750.00
Printing	5	0	0	0	0	0	0	0	0	0	0	0	0
Subscriptions	5	0	0	0	0	0	0	0	0	0	0	0	0
Aid and Legal	5	0	0	0	0	0	0	0	0	0	0	0	0
Insurance	5	0	0	0	0	0	0	0	0	0	0	0	0
Basis Expenses	5	0	0	0	0	0	0	0	0	0	0	0	0
9. Utilities	5	0	0	0	0	0	0	0	0	0	0	0	0
10. Materials/Construction	5	0	0	0	0	0	0	0	0	0	0	0	0
11. Bond Education and Training	5	0	0	0	0	0	0	0	0	0	0	0	0
12. Subcontracting services	5	0	0	0	0	0	0	0	0	0	0	0	0
13. Other (check the appropriate manufacturer)	5	0	0	0	0	0	0	0	0	0	0	0	0
Indirect As A Percent of Direct	5	0	0	5,675.00	0	5,675.00	0	0	0	5,675.00	5,675.00	0	5,675.00
TOTAL	5	31,875.00	0	5,675.00	0	37,550.00	0	0	0	31,875.00	5,675.00	0	37,550.00

Contractor Initial: JT
 Date: 3/19/20

New Hampshire Department of Health and Human Services

Bidder/Program Name: International Institute of New England

Budget Request for: New Hampshire Refugee Health Promotion Program

Budget Period: 7/1/23 - 6/30/24

Line Item	Total Program Cost				Contractor Share / Match				Funded by Div-03			
	Direct	Indirect	Total	Percent	Direct	Indirect	Total	Percent	Direct	Indirect	Total	Percent
1. Total Submittals	1	2,193.73	3	3	3	3	3,793.73	3	3	3	3,793.73	3
2. Employee Benefits	3	642.34	3	3	3	3	642.34	3	3	3	642.34	3
3. Contractual	3	374.64	3	3	3	3	374.64	3	3	3	374.64	3
4. Equipment	3	3	3	3	3	3	3	3	3	3	3	3
Books	3	3	3	3	3	3	3	3	3	3	3	3
Repair and Maintenance	3	3	3	3	3	3	3	3	3	3	3	3
Purchase/Depreciation	3	3	3	3	3	3	3	3	3	3	3	3
5. Supplies	3	3	3	3	3	3	3	3	3	3	3	3
Consumable	3	3	3	3	3	3	3	3	3	3	3	3
LSP	3	3	3	3	3	3	3	3	3	3	3	3
Pharmacy	3	3	3	3	3	3	3	3	3	3	3	3
Medical	3	3	3	3	3	3	3	3	3	3	3	3
Other	3	55.16	3	3	3	3	55.16	3	3	3	55.16	3
6. Travel	3	29.92	3	3	3	3	29.92	3	3	3	29.92	3
7. Occupancy	3	184.34	3	3	3	3	184.34	3	3	3	184.34	3
8. Current Expenses	3	3	3	3	3	3	3	3	3	3	3	3
Telephone	3	92.82	3	3	3	3	92.82	3	3	3	92.82	3
Postage	3	3	3	3	3	3	3	3	3	3	3	3
Subscriptions	3	3	3	3	3	3	3	3	3	3	3	3
Auto and Lapse	3	3	3	3	3	3	3	3	3	3	3	3
Insurance	3	3	3	3	3	3	3	3	3	3	3	3
Bond Expenses	3	3	3	3	3	3	3	3	3	3	3	3
9. Salaries	3	3	3	3	3	3	3	3	3	3	3	3
10. Materials/Commodities	3	3	3	3	3	3	3	3	3	3	3	3
11. Staff Education and Training	3	3	3	3	3	3	3	3	3	3	3	3
12. Subcontract/Agreements	3	3	3	3	3	3	3	3	3	3	3	3
13. Other (if not included in other)	3	3	3	3	3	3	3	3	3	3	3	3
Indirect As A Percent of Direct	3	3	733.85	3	3	3	733.85	3	3	3	733.85	3
TOTAL	3	4,157.25	3	3	3	3	4,891.00	3	3	3	4,891.00	3

Contractor Initial: JT
 Date: 3/19/20



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

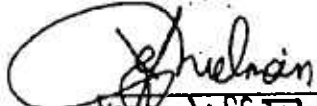
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

Vendor Name:

3/19/20
Date


Name: Jeff Whielman
Title: President + CEO

Vendor Initials

JT

Date 3/19/20



CERTIFICATION REGARDING LOBBYING

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

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

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

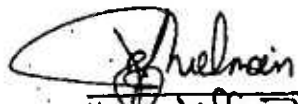
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Vendor Name:

3/19/20
Date


Name: Jeff Shielman
Title: President & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

3/19/20
Date


Name: Jeff Shielman
Title: President - CEO



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

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

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

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

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

Exhibit G

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

Vendor Initials

JT

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

3/19/20
Date


Vendor Name:

Name: Jeff Thielman
Title: President + CEO

Exhibit G

Vendor Initials JT

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and WHA/Belltower protections

Date 3/19/20



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

3/19/20
Date

Vendor Name:

Name: Jeff Shielmon
Title: President + CEO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

3/2014

Contractor Initials

JT

Date 3/19/20



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

ST

Date 3/19/20



Exhibit I

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

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

Department of Health and Human Services

The State

Ann Landrey
Signature of Authorized Representative

Ann Landrey
Name of Authorized Representative
Associate Commissioner

Title of Authorized Representative

3/24/2020
Date

International Institute of New England

Name of the Contractor:

Jeffrey Thielman
Signature of Authorized Representative
Jeffrey Thielman

Name of Authorized Representative
President and CEO

Title of Authorized Representative

3/19/20
Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

Jeffrey D. Thielman

Name: Jeffrey D. Thielman

Title: President + CEO

3/19/20
Date

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 0948459970000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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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