



GEORGE N. COPADIS, COMMISSIONER  
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

May 17, 2019

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

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Ascentria Community Services, Inc. d/b/a The Language Bank, Manchester, NH in the amount not to exceed \$7,500 for in-person American Sign Language (ASL) interpretation services from July 1, 2019 or the date of Governor and Council approval, whichever is later, through June 30, 2022. 100% Federal funds.

Federal funding is anticipated to be available in State FY2020 forward upon the continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>STATE FISCAL YEAR</u>		
		<u>2020</u>	<u>2021</u>	<u>2022</u>
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY			
10-02700-80400000-230-500765	Interpreter Services	\$2,500.00	\$2,500.00	\$2,500.00

**EXPLANATION**

NHES is requesting approval of the attached agreement for in-person American Sign Language (ASL) interpretation services. The contract total of \$7,500 is for a three-year period (\$2,500 per year) beginning July 1, 2019 or upon Governor and Council approval, whichever is later, through June 30, 2022.

A competitive bid process was undertaken for in-person ASL interpretation services at NHES's offices statewide. A "Request For Proposal" (RFP) was simultaneously posted to two (2) state websites and sent to thirty-two (32) vendors. Three (3) vendors submitted proposals for in-person ASL interpretation services. Each proposal was evaluated and scored with regard to qualifications, experience and cost. The vendor receiving the highest score was selected. A list containing vendor names and scores is attached.

Respectfully submitted,

George N. Copadis  
 Commissioner

Attachments  
 GNC/jdr



**STATE OF NEW HAMPSHIRE**  
**Department of Employment Security**  
**Scoring Sheet**

**RFP # NHES 2019-03**

American Sign Language Interpreter Services

Issue Date: March 26, 2019

Due Date: April 15, 2019

PROPOSER NAME	TECHNICAL PROPOSAL			PRICE PROPOSAL	TOTAL PROPOSAL	RANK
	1) Relevant Experience/ Overall Qualifications	2) Vendor Team, Staffing and Ability to meet RFP Requirements	3) References from Clients... 5 points reserved for public sector client references			
MAXIMUM POINTS	20	20	15	45	100	
Northeast Deaf and Hard of Hearing	20	14	15	38.4	<b>87.4</b>	<b>2</b>
The Language Bank	20	19	15	40.8	<b>94.8</b>	<b>1</b>
Allworld Language Consultant	15	10	15	45	<b>85</b>	<b>3</b>

**EVALUATION TEAM:**

Megan Yapple, Counsel

Colleen O'Neill, Administrator

Pamela Szacik, Administrator

Jill Revels, Business Administrator

RFP was posted to two state websites and sent to 32 vendors.

3 Proposal(s) Submitted

3 Responding Vendor(s)

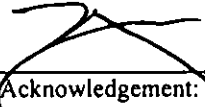
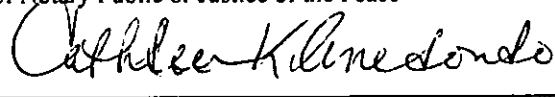
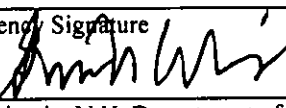
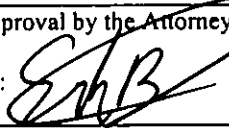
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Ascentria Community Services, Inc. d/b/a The Language Bank		1.4 Contractor Address 340 Granite Street, Manchester, NH 03102	
1.5 Contractor Phone Number 844-579-0610	1.6 Account Number 10-027-8040-230-500765	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$7,500.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy Johnstone, Chief Operating Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/29/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		My Commission Expires 4/22/2020	
1.13.2 Name and Title of Notary or Justice of the Peace Cathleen K. Arredondo, Executive Assistant			
1.14 State Agency Signature  Date: <u>5/6/19</u>		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/17/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

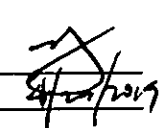
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

**7. PERSONNEL.**

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

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

Handwritten signature and date: 4/1/2019

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

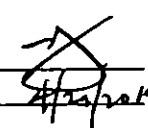
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

Contractor Initials

Date

The signature is written in black ink and appears to be 'S. J. [unclear]'. The date is written as '4/23/2008'.

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

## EXHIBIT A

### 1 SCOPE OF SERVICES

#### 1.1 OVERVIEW

New Hampshire Employment Security ("NHES") administers unemployment compensation benefits and oversees programs designed to assist unemployed individuals in seeking and finding gainful employment. The scope of services to be provided by The Language Bank (the "Contractor") under this Agreement includes performing all work, scheduling and providing all labor, materials, tools, equipment and transportation necessary to provide in-person American Sign Language (ASL) interpreter services through any and all requested phases of a claimant's interaction with NHES. The purpose of carrying out this work is to ensure that the Department's customers who are deaf or hard of hearing (also referred to as "claimants"), and for whom ASL is a primary language, are able to access services and information without undue barriers and are afforded due process in adjudicatory proceedings.

Interpreter services will be provided on an as-needed basis, and no minimum amount of work is guaranteed under this Contract. ASL interpretation should be conducted accurately and faithfully to convey full meaning of the source. Interpretations should reflect the style and register of the source message without omissions, additions, or embellishments.

#### 1.2 DELIVERABLES

Services will be provided using qualified personnel as identified in the Contractor's Technical and Cost Proposal dated April 12, 2019, submitted in response to RFP # NHES 2019-03 for ASL. The Contractor's Proposal is hereby incorporated by reference into this Agreement.

- A. ASL Interpretation Services shall include the following:
- a. Provide face-to-face interpretation for NHES' deaf and hard of hearing customers in a professional manner.
  - b. Ensure all interpreters working in connection with this Contract are professionally trained with a verified level of fluency in American Sign Language, with certification by the National Association of the Deaf-Registry of Interpreters (NAD-RID) and/or screened by the New Hampshire Interpreter Classification System (NHICS), as appropriate.
  - c. ASL interpreters furnishing services under this Contract shall be in compliance with any applicable State of New Hampshire licensing requirements.
  - d. Face-to-face interpretations shall be provided in NHES facilities in up to twelve (12) locations statewide, and off-site as needed. See Attachment A for a list of NHES facility locations.

Contractor Initials  
Date

  
4/20/2019

- B. The Contractor shall ensure interpretation services are technically correct and meet applicable ethical standards in the field of ASL interpretation in accordance with the NAD-RID Code of Professional Conduct.
- C. The Contractor shall deliver interpreter services within five (5) to seven (7) business days after receiving a request from NHES.

ASL interpreter services have previously been used most frequently to assist claimants applying for unemployment benefits and/or seeking reemployment services at one of NHES' twelve (12) Local Offices. ASL interpreter services may be used when claimants require in-person assistance at administrative hearings relating to benefits. In-person interpretation may also be used in other phases of interaction, including but not limited to individual and group meetings such as Benefits Rights Interviews (BRI's), Rapid Response meetings held in cases of mass layoffs, investigation interviews, and individual reemployment services and workshops.

Interpreters will be available to travel to and from NHES' facilities throughout New Hampshire to attend hearings or provide other services based on the notice requirement set forth above. See list of NHES facilities at **Attachment A**. Customarily, on-site services will be required during the work week (Monday through Friday) between the hours of 8:00 a.m. and 4:30 p.m., not including travel.

### 1.3 PROJECT STAFFING

Project staffing shall be as identified in the Contractor's Proposal. Qualified interpreters selected to work on the project will be as identified in the Proposal unless otherwise reviewed with and consented to by NHES in writing.

### 1.4 COMMUNICATION

Communication, particularly with respect to requests for interpreter services, shall be handled as described in the Proposal. The Program Coordinator will handle incoming requests received from NHES. The Product Development Manager and Program Coordinator are the designated contact persons and will be in direct communication with NHES concerning requested services. NHES will generally use "Lingo" to submit requests for interpreters although requests may also be faxed. The Parties will arrange specific access levels to Lingo for NHES users following Contract approval.

### 1.5 QUALITY ASSURANCE

Quality assurance shall be as identified in the Contractor's Proposal. Quality assurance measures may include use of the feedback section provided in Lingo for the identified purposes and use of client profile information to ensure that assigned interpreters best meet clients' communication needs.

Contractor Initials   
Date 2/29/2014



## EXHIBIT B

### 2 PRICE TERMS

#### **2.1 PRICING IN ACCORDANCE WITH PROPOSAL**

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning upon Governor and Council approval and continuing through June 30, 2022. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

	<b>Rate for Services</b>	<b>Travel Charges</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Mileage</b>
	Monday – Friday 8:00 a.m. – 4:30 p.m.	Flat Rate	Per Mile Rate
ASL Interpretation	\$80.00 per hour	\$80.00 per hour Portal to Portal	Current IRS rate
Minimum Charge Policy	Minimum charge of 2 hours per appointment. If a request is cancelled with less than 48 hours' notice (2 full business days prior to scheduled service), NHES will pay for the entire block of time that was scheduled.		
Annual Contract Total			\$2,500.00
Contract Total Not To Exceed			\$7,500.00

#### **2.2 INVOICES**

The Contractor will invoice within thirty (30) days following completion of each assignment. NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process. Invoices should be sent to:

New Hampshire Employment Security  
ATTN: Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301

## EXHIBIT C

### 3 ADDITIONAL PROVISIONS

#### **3.1 TERM & EXTENSION**

The agreement will begin upon Governor and Council approval and remain in effect until June 30, 2022, unless terminated sooner as provided for in the applicable contract provisions. The Contract may be extended for up to two (2) additional years upon mutual agreement of the parties and subject to the approval of Governor and Council.

#### **3.2 CONTRACT DOCUMENTS**

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

#### **3.3 TERMINATION FOR CONVENIENCE**

If Contractor fails to perform services as required, this agreement may be terminated for cause as provided in the P-37 contract form. Either party may terminate this agreement for convenience at any time prior to effective date of termination by giving sixty (60) days advance written notice of intent to terminate to the other party.

#### **3.4 CONFIDENTIALITY AND CRIMINAL RECORD**

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** prior to the start of any work under this Agreement. The Contractor has represented that its administrative staff and interpreter staff undergo NH criminal background checks as part of the hiring process. If there is any individual working for the Contractor who will be visiting an NHES facility who has not completed such screening process, the Contractor agrees that a Criminal Record Authorization Form will be provided prior to the start of any on site work by such employee. There is a fee for each background check required, which must be paid by the Contractor.

#### **3.5 DAMAGE**

Contractor agrees that any damage to building(s), materials, equipment or other property during performance of its services will be repaired at its expense. Contractor agrees to return all buildings, materials, equipment or property affected by the Contractor's work to their original condition or better. Contractor agrees to obtain approval of the NH Employment Security representative assigned to project for any sub-contractor performing such repair work.

#### **3.6 INSURANCE**

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain workers'

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

*[Handwritten Signature]*

compensation and employer's liability insurance for all Contractor employees engaged in the performance of the agreement and provided updated certificates for such coverage.

### **3.7 SUB-CONTRACTING**

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or performance required by this Agreement without the prior written consent of NH Employment Security.

### **3.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS**

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

### **3.9 VENDOR APPLICATION/ALTERNATE W-9**

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

### **3.10 AMERICANS WITH DISABILITIES ACT**

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

### **3.11 NON-DISCRIMINATION**

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

### **3.12 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **3.13 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTRACT ACT (if applicable)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q)

Contractor Initials  
Date

  
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and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**3.14 BYRD ANTI-LOBBYING AMENDMENT (if applicable)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

**3.15 DAVIS-BACON ACT (if applicable)**

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.


**3.16 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)**

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Contractor Initials   
Date 4/24/14

**ATTACHMENT A**  
**NHES FACILITIES LIST**

NHES OFFICE	CONTACT PERSON	TELEPHONE
151 Pleasant Street Berlin, NH 03570-0159	Mark Belanger, Manager	(603) 752-5500
17 Water Street Claremont, NH 03743-2261	KB Miller, Manager	(603) 543-3111
45 South Fruit Street Concord, NH 03301-4857	Carol Aubet, Manager	(603) 228-4100
518 White Mountain Highway Conway, NH 03818	Tania Drummond, Manager	(603) 447-5924
426 Union Avenue, Suite 3 Laconia, NH 03246-2894	Carol Aubet, Manager	(603) 524-3960
646 Union Street Littleton, NH 03561	Tania Drummond, Manager	(603) 444-2971
300 Hanover Street Manchester, NH 03104	Luc Mailloux, Manager	(603) 627-7841
6 Townsend West Nashua, NH 03060-3285	Dijana Radujkovic, Manager	(603) 882-5177
2000 Lafayette Road Portsmouth, NH 03801-5673	Sarah Morrissey, Manager	(603) 436-3702
29 South Broadway Salem, NH 03079-3026	Dijana Radujkovic, Manager	(603) 893-9185
6 Marsh Brook Drive Somersworth, NH 03878-3878	Sarah Morrissey, Manager	(603) 742-3600

Contractor Initials   
Date 4/24/14

# State of New Hampshire

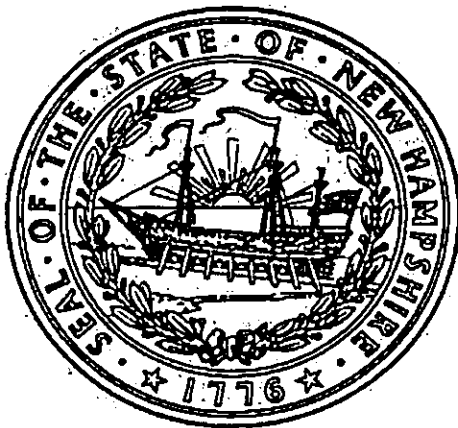
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire; do hereby certify that 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: 0004486124



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.

this 2nd day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Ascentria Community Services, Inc.  
(Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on December 7, 2018 :  
(Date)

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29<sup>th</sup> day of April, 2019.  
(Date Contract Signed)

4. Timothy Johnstone is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

Tara E. Browne  
(Signature of the Elected Officer)

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2019.

By Tara E. Browne, Clerk  
(Name of Elected Officer of the Agency)

(NOTARY SEAL)

Tara E. Browne  
(Notary Public, Justice of the Peace)  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
September 10, 2021

Commission Expires: 9/10/2021





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/26/2019

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).

<b>PRODUCER</b> <b>Hays Companies Inc.</b> 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Tina Housman <b>PHONE (A/C, No, Ext):</b> (617) 723-7775 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> thousman@hayscompanies.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Ascentria Care Alliance</b> <b>Good News Garage</b> 14 East Worcester Street Suite 300 Worcester MA 01604	<b>INSURER A:</b> Philadelphia Insurance Companies <b>NAIC #</b> 92535	
	<b>INSURER B:</b> Philadelphia Indemnity Ins Co	
	<b>INSURER C:</b> The First Liberty Insurance <b>33588x</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:CL192174716** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	X	PHPK1886495	10/1/2018	10/1/2019	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
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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		PHPK1886490	10/1/2018	10/1/2019	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PHUB648818	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC6-611-262252-018	10/1/2018	10/1/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Property</b>		PHPK1886495	10/1/2018	10/1/2019	Business Personal Property \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
New Hampshire Department of Employment Security is included as an Additional Insured where required by written contract as respects the terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Employment Security 45 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  James Hays/JHURLE

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