

7
MMA

Lori A. Shíbinette
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

May 12, 2021

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 a **Retroactive, Sole Source** amendment to an existing contract with Ascentria Community Services, Inc. (Vendor #161459), Worcester, Massachusetts, to provide increased communication access services, by increasing the price limitation by \$1,400,000 from \$3,903,691 to \$5,303,691 with no change to the contract completion date of June 30, 2021, effective retroactive to November 1, 2020, upon Governor and Executive Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 24, 2015, item #34. It was subsequently amended with Governor and Council approval on June 21, 2017, item #19, and most recently amended with Governor and Council approval on April 17, 2019, item #8.

Funds are available in the following accounts for State Fiscal Year 2021, 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 **Retroactive** because the amendment review and approval process took longer than anticipated. There has been an increased need for American Sign Language and other language translation services, and additional funds need to be added to this contract to allow the Department to cover services retroactive to November 2020. This request is **Sole Source** because this action increases the price limitation by 10% over the original contract amount and the MOP 150 requires the amendment to be labeled as sole source.

The purpose of this request is to add funding to the contract to meet increased communication access demands of services. The Department complies with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 by ensuring American Sign Language and other language translation services are available during all public broadcasts and forums. Additionally, State law (RSA 521-A and RSA 354-A) requires that an interpreter be provided all public broadcasts and forums to ensure effective communication for individuals who are deaf or have hearing loss.

The Contractor provides spoken language interpretation; American Sign Language; Certified Deaf Interpreters; Oral Interpreters; Deaf-Blind Tactile Interpreters; Cued Speech Interpreters; and Communication Access Real-Time Service. All services provided ensure a uniform and comprehensive approach for all individuals to experience meaningful access to Department information, programs and services.

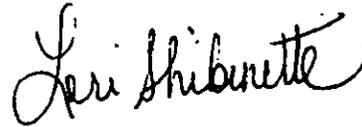
The population served includes residents statewide.

Should the Governor not approve this request, the Department will not be able to process invoices for services provided in good faith by the Contractor.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibanette". The signature is written in a cursive, flowing style.

Lori A. Shibanette

Commissioner

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

**05-95-45-4500010-8127000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2016	102-500731	Contracts for Program Services	Various	\$628,861.00	\$0.00	\$628,861.00
2017	102-500731	Contracts for Program Services	Various	\$628,861.00	\$0.00	\$628,861.00
2018	102-500731	Contracts for Program Services	Various	\$630,000.00	\$0.00	\$630,000.00
2019	102-500731	Contracts for Program Services	Various	\$630,000.00	\$0.00	\$630,000.00
		Sub Total		\$2,517,722.00	\$0.00	\$2,517,722.00

**05-95-42-422010-7921000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: OFFICE OF HEALTH EQUITY, OFFICE OF THE COMMISSIONER**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	Various	\$692,984.50	\$0.00	\$692,984.50
2021	102-500731	Contracts for Program Services	Various	\$692,984.50	\$1,400,000.00	\$2,092,984.50
		Sub Total		\$1,385,969.00	\$1,400,000.00	\$2,785,969.00

Overall Total	\$3,903,691.00	\$1,400,000.00	\$5,303,691.00
----------------------	----------------	----------------	----------------

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

This Amendment to the Communication Access Services 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 June 24, 2015 (Item #34) as amended on June 21, 2017 (Item # 19), and as amended on April 17, 2019, (Item #8), 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 18, the Contract may be amended upon written agreement of the parties and appropriate State approval; 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, General Provisions, Block 1.8, Price Limitation, to read:
\$5,303,691.
2. Modify Exhibit B-13 Budget, Amendment # 2 Spoken Language Interpretation and Translation Services, which is attached hereto and incorporated by reference herein.
3. Add Exhibit B-14 Budget, Amendment # 2 ASL, CART and Other Services for Individuals with Deafness and Hearing Loss, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment Amendment #2, Section 3, to read:
 3. The Contractor shall use and apply all contract funds for allowable direct and indirect costs to provide services in Exhibit A1 and Exhibit A2, in accordance with Exhibit B-5 – Amendment #1 through Exhibit B-14 Amendment #3.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment Amendment #2, Subsection 5.1.2, to read:
 - 5.1.2. The units of services provided, in accordance with Exhibit A-1 and Exhibit A-2 which shall be paid on a fee-for-service basis the rates specified in Exhibit B-5 Amendment #1 through Exhibit B-14 Amendment #3.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment Amendment #2, Section 8, to read:
 8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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 retroactively effective to November 1, 2020 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

Associate Commissioner

Date

DocuSigned by:

Ann H. N. Landry

248A837E08E8488

Name: Ann H. N. Landry

Title: Associate Commissioner

Ascentria Community Services, Inc.

Chief of Staff & External Relations

Date

DocuSigned by:

Jeffrey Kinney

2487BA4817954F5

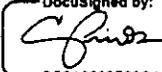
Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

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

OFFICE OF THE ATTORNEY GENERAL

Attorney _____
Date _____

DocuSigned by:

D6CA0202E32C4AE...
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:

Exhibit B 13 Amendment #3
Budget
Spoken Language Interpretation and Translation Services

July 1, 2020 - June 30, 2021 SERVICE TYPE:	Workday Hours (M-F, 8:00 a.m. - 4:30 p.m.)			After Hours, Holidays, & Weekends and Emergencies**			Hourly Travel Rates***			Travel Reimbursement****		
	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Transit Hours \$00.00	Travel Reimbursement Rate \$0.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
1) Spoken (Foreign) Language Interpretation												
a) Face-to-Face (FTF) In-Person Interpretation*												
* Billed at 2 hour minimum, and thereafter in 15 minute increments. Any consecutive appointments at the same location by the same interpreter				** Define emergencies: Requests made with less than a 24-hour notice			*** Define travel rates: \$35.00/hr travel time rate activated beyond a 20-mile radius			**** Define travel reimbursement: Travel Reimbursement is based on the federal rate		
Foreign Language Interpretation	\$ 53.00	4,256	\$ 225,568.00	\$ 73.00	2486	\$ 181,478.00	\$ 35.00	750	\$ 26,250.00	\$ 0.575	15000	\$ 8,625.00
Certified Foreign Language Interpretation	\$ 56.00	10	\$ 560.00	\$ 76.00	5	\$ 380.00	\$ 40.00	10	\$ 400.00	\$ 0.560	100	\$ 56.00
										\$ 0.560	13000	\$ 7,280.00
b) Over-the-Phone Interpretation (OPI)												
All languages \$1.40 / minute	\$ 1.40	195,010	\$ 273,014.00	N/A			N/A			N/A		
Exhibit B 9 Amendment #2	\$ 5.00	1,000	\$ 5,000.00									
Budget												
c) Spoken Language Interpretation and Translation Services												
All spoken languages \$1.85 / minute	\$ 1.85	5,000	\$ 9,250.00	N/A			N/A			N/A		
d) Site-Specific Dedicated Interpretation (Block)												
Block Schedule - 4 sites for 75 hrs inter	\$ 47.00	1,349	\$ 63,403.00	N/A			N/A			N/A		
2) Translation Services												
Foreign Language to English:												
Spanish, Portuguese Languages	\$ 0.20	200,000	\$ 40,000.00	N/A			N/A			N/A		
Western European	\$ 0.28	50,000	\$ 14,000.00	N/A			N/A			N/A		
Eastern European	\$ 0.34	5,000	\$ 1,700.00	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Nepali,	\$ 0.40	250,000	\$ 100,000.00	N/A			N/A			N/A		
English to Foreign Language:												
Spanish, Portuguese Languages	\$ 0.20	65,000	\$ 13,000.00	N/A			N/A			N/A		
Western European	\$ 0.28	15,876	\$ 4,446	N/A			N/A			N/A		
Eastern European	\$ 0.34	3,500	\$ 1,190.00	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Nepali,	\$ 0.40	25,000	\$ 10,000.00	N/A			N/A			N/A		
Formatting Per Page	\$ 10.00	101	\$ 1,008.00	N/A			N/A			N/A		
24 hour turnaround - surcharge per work	\$ 0.10	100,000	\$ 10,000.00	N/A			N/A			N/A		
English to Braille	\$ 0.30	5,000	\$ 1,500.00	N/A			N/A			N/A		
Proofreading / Editing	\$ 40.00	25	\$ 1,000.00	N/A			N/A			N/A		
3) Services for Individuals who have Low-Vision												
Reading and recording services	\$ 45.00	20	\$ 900.00	N/A			N/A			N/A		
				N/A			N/A			N/A		
4) Other												
Internet access fee	\$ 150.00	9	\$ 1,350.00									
per location		4	\$ 5,400.00									
Samsung Tablets/iPADS	\$ 464.61	10	\$ 4,646.10									
Sub Totals			\$ 775,539			\$ 181,858.00		\$ 26,650.00				\$ 15,961.00
Grand Total of Proposal												\$ 1,000,008

DS
JK

Exhibit B 14 Amendment #3

Budget

ASL, CART, and Other Services for Individuals with Deafness and Hearing Loss - COVID Budget

July 1, 2020 to June 30, 2021 SERVICE TYPE:	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Transit Hours \$00.00	Travel Reimbursement Rate \$0.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
1). In-Person Interpretation <i>* Billed according to NH DOE authorized rates and include administrative overhead</i>												
				** Define emergencies: Requests made in less than 24 hours				*** Define travel rates: Travel time is portal to portal and covered in hourly fee for service			*** Define travel reimbursement: Travel Reimbursement is based on the federal rate	
a). American Sign Language (ASL) Interpretation	\$ 78.00	2878	\$ 224,484.00	\$ 98.00	1000	\$ 98,000.00	Included			\$ 0.575	20000	\$ 11,500.00
English to Foreign Language	\$ 105.00	10	\$ 1,050.00	\$ 125.00	2	\$ 250.00	Included			\$ 0.560	300	\$ 168.00
(if 2 interpreters required for all of the above, each will be charged separately)										\$ 0.560	20000	\$ 11,200.00
b). Certified Deaf Interpretation (CDI)	\$ 92.00	250	\$ 23,000.00	\$ 110.00	5	\$ 550.00	Included			\$ 0.560	2500	\$ 1,400.00
c). Oral Interpretation/Transliteration	\$ 78.00	10	\$ 780.00	\$ 98.00	5	\$ 490.00	Included			\$ 0.560	1000	\$ 560.00
d). Deaf-Blind Tactile Interpretation	\$ 78.00	10	\$ 780.00	\$ 98.00	5	\$ 490.00	Included			\$ 0.560	1000	\$ 560.00
e). Cued Speech Interpretation	\$ 78.00	10	\$ 780.00	\$ 98.00	5	\$ 490.00	Included			\$ 0.560	1000	\$ 560.00
2). CART Services (3-hour minimum)	\$ 157.00	30	\$ 4,710.00	N/A			\$ 70.00	10	\$ 700.00	\$ 0.560	3000	\$ 1,680.00
Projector for CART	\$ 45.00	5	\$ 225.00	N/A								
3). Video Remote Interpretation (VRI)												
ASL \$3.00 / minute	\$ 3.00	1275	\$ 3,825.00	N/A			N/A			N/A		
Internet access fee	\$ 150.00	9	\$ 1,350.00	N/A			N/A			N/A		
per location		4	\$ 4,400.00	N/A			N/A			N/A		
Samsung Tablets/Ipads	\$ 461.60	10	\$ 4,616.00	N/A			N/A			N/A		
4). Services for Individuals who experience Speech Impairments	\$ 50.00	10	\$ 500.00	\$ 70.00	2	\$ 140.00	\$ 35.00	5	\$ 175.00	\$ 0.560	200	\$ 112.00
English to Foreign Language	\$ 70.00	5	\$ 350.00	\$ 90.00	2	\$ 180.00	\$ 35.00	5	\$ 175.00	\$ 0.560	200	\$ 112.00
Sub Totals			\$ 270,500.00			\$ 100,590.00			\$ 1,050.00			\$ 27,852.00
Grand Total of Proposal												\$ 399,992.00

DS
JK

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: 0005296319



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of March A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 8, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffrey P. Kinney (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 3/15/21



Signature of Elected Officer
Name: Tara E Browne
Title: Clerk



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

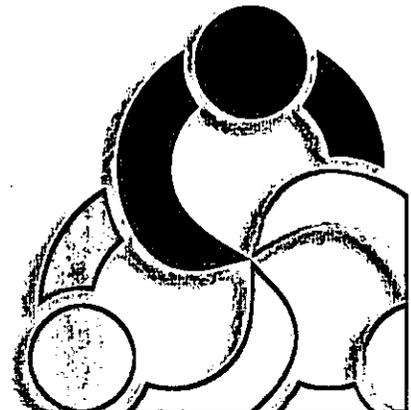
Mission statement:

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

YEARS ENDED JUNE 30, 2020 AND 2019



CLAcconnect.com

WEALTH ADVISORY

OUTSOURCING

**AUDIT, TAX, AND
CONSULTING**

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
TABLE OF CONTENTS
YEARS ENDED JUNE 30, 2020 AND 2019**

INDEPENDENT AUDITORS' REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION	3
CONSOLIDATED STATEMENTS OF ACTIVITIES	5
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS	6
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES	7
CONSOLIDATED STATEMENTS OF CASH FLOWS	9
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	10



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary (the Organizations), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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 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 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.

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, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Effect of Adopting New Accounting Standard

As discussed in Note 1 to the financial statements, the Organizations have adopted Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The adoption of this standard did not have a significant impact on the Organizations' reported historical revenue. Our opinion is not modified with respect to that matter.



CliftonLarsonAllen LLP

Boston, Massachusetts
December 22, 2020

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

ASSETS	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 1,088,674	\$ -
Accounts Receivable, Net of Estimated Uncollectible Accounts	4,618,979	3,868,580
Prepaid Expenses	84,975	87,471
Vehicle Inventory	128,893	70,292
Due from Third Party	-	543
Total Current Assets	<u>5,921,521</u>	<u>4,026,886</u>
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	841,000	977,537
PROPERTY AND EQUIPMENT		
Land	45,314	45,314
Building	85,798	85,798
Building Improvements	968,006	953,881
Leasehold Improvements	353,467	353,467
Furniture and Equipment	246,311	246,311
Vehicles	454,071	344,994
Equipment Held Under Capital Lease	499,374	499,374
Computer Equipment and Software	147,017	147,017
Total	<u>2,799,358</u>	<u>2,676,156</u>
Less: Accumulated Depreciation	1,901,549	1,790,804
Total Property and Equipment	<u>897,809</u>	<u>885,352</u>
DUE FROM RELATED PARTIES	5,781	5,781
OTHER ASSETS		
Deposits	<u>101,892</u>	<u>104,742</u>
Total Other Assets	<u>101,892</u>	<u>104,742</u>
Total Assets	<u>\$ 7,768,003</u>	<u>\$ 6,000,298</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2020 AND 2019

	2020	2019
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	\$ 32,752	\$ 43,100
Accounts Payable	821,453	922,390
Accrued Expenses	1,630,694	1,055,170
Deferred Revenue	311,847	176,471
Due to State of Maine	468,768	62,472
Total Current Liabilities	3,265,514	2,259,603
 DUE TO RELATED PARTIES	 3,610,245	 2,802,397
 LONG-TERM DEBT, Net of Current Maturities	 409,782	 442,534
Total Liabilities	7,285,541	5,504,534
 NET ASSETS (DEFICIT)		
Without Donor Restrictions	(443,382)	(566,615)
With Donor Restrictions	925,844	1,062,379
Total Net Assets	482,462	495,764
Total Liabilities and Net Assets (Deficit)	\$ 7,768,003	\$ 6,000,298

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
NET ASSET REVENUE WITHOUT DONOR RESTRICTION		
Grant and Contract Revenue	\$ 30,973,224	\$ 29,295,558
Program Service Revenue	4,454,814	5,012,348
Federal and State Relief Grant Revenue	645,720	-
Donated Vehicles	1,818,418	1,734,097
In-Kind Donations	20,923	22,246
Net Assets Released from Restriction Used for Operations	201,348	282,886
Other Income	680,651	450,077
Total Revenues	<u>38,795,098</u>	<u>36,797,212</u>
EXPENSES		
Salaries and Wages	19,179,196	18,359,186
Employee Benefits	4,297,125	4,103,776
Occupancy Costs	1,985,030	2,074,571
Operating Supplies and Expenses	463,657	444,508
Professional Fees	2,244,674	2,393,074
Garage Expenses	776,542	864,974
Donated Vehicle Expenses	924,000	819,292
Client Support Expenses	462,904	546,303
Translation Expenses	612,048	534,107
Repairs and Maintenance	332,791	389,201
Travel Expenses	794,550	867,166
Educational Events and Meetings	47,931	43,697
Management Fees	5,395,119	5,020,851
Taxes	567,842	555,336
Recruitment Advertising	10,004	9,918
Advertising	157,095	181,151
Licenses and Fees	5,094	7,389
Custodial Fees	12,994	6,009
Insurance	197,295	190,029
Interest	32,965	34,677
Bad Debt Expenses	52,051	56,981
Depreciation and Amortization	131,307	97,738
Total Expenses	<u>38,682,214</u>	<u>37,599,934</u>
OPERATING GAIN (LOSS)	112,884	(802,722)
NONOPERATING ACTIVITY		
Gain on Sale of Property and Equipment	10,349	17,873
Equity Transfers, Net	-	(57,346)
Total Nonoperating Activity	<u>10,349</u>	<u>(39,473)</u>
CHANGE IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS	<u>\$ 123,233</u>	<u>\$ (842,195)</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2020 AND 2019**

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
BALANCE - JUNE 30, 2018	\$ 275,580	\$ 1,278,529	\$ 1,554,109
Decrease in Net Assets without Donor Restrictions	(842,195)	-	(842,195)
Change in Beneficial Interest in Net Assets of Related Party	-	66,736	66,736
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(282,886)</u>	<u>(282,886)</u>
Change in Net Assets	<u>(842,195)</u>	<u>(216,150)</u>	<u>(1,058,345)</u>
BALANCE - JUNE 30, 2019	(566,615)	1,062,379	495,764
Decrease 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	<u>-</u>	<u>(201,348)</u>	<u>(201,348)</u>
Change in Net Assets (Deficit)	<u>123,233</u>	<u>(136,535)</u>	<u>(13,302)</u>
BALANCE - JUNE 30, 2020	<u>\$ (443,382)</u>	<u>\$ 925,844</u>	<u>\$ 482,462</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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	-	3,863	-	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. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2019**

	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	\$ 968,707	\$ 5,735,567	\$ 2,715,258	\$ 3,953,013	\$ 4,759,294	\$ 18,131,839	\$ 227,347	\$ -	\$ 227,347	\$ 18,359,186
Employee Benefits	236,075	1,462,866	516,804	910,093	869,958	3,995,796	107,980	-	107,980	4,103,776
Occupancy Costs	146,268	655,710	464,178	49,184	515,830	1,831,170	243,401	-	243,401	2,074,571
Operating Supplies and Expenses	27,189	206,160	64,069	30,160	88,896	416,474	28,034	-	28,034	444,508
Professional Fees	134,610	387,997	1,540,130	8,646	257,587	2,328,970	64,104	-	64,104	2,393,074
Garage and Vehicle Expenses	862,333	2,555	-	-	86	864,974	-	-	-	864,974
Donated Vehicle Expenses	819,292	-	-	-	-	819,292	-	-	-	819,292
Client Support Expenses	71	10,162	180,737	22	354,831	545,823	480	-	480	546,303
Translation Expenses	-	30,484	357	-	498,641	529,482	4,625	-	4,625	534,107
Repairs and Maintenance	49,833	38,191	100,064	72,631	101,896	362,615	26,586	-	26,586	389,201
Travel Expenses	152,833	228,390	163,221	36,645	272,283	853,372	13,794	-	13,794	867,166
Educational Events and Meetings	3,164	4,164	14,617	6,798	8,202	36,945	6,752	-	6,752	43,697
Management Fees	-	-	-	-	-	-	5,020,851	-	5,020,851	5,020,851
Taxes	502	543,621	-	11,132	81	555,336	-	-	-	555,336
Recruitment Advertising	2,133	215	3,271	3,771	338	9,728	190	-	190	9,918
Advertising	-	-	-	-	-	-	181,151	-	181,151	181,151
Licenses and Fees	637	146	3,832	250	563	5,428	1,961	-	1,961	7,389
Custodial Fees	-	-	-	-	-	-	-	6,009	6,009	6,009
Insurance	7,062	59,721	28,969	41,193	49,077	186,022	4,007	-	4,007	190,029
Interest	-	-	-	-	-	-	34,677	-	34,677	34,677
Bad Debt Expenses	188	10,978	-	18,229	27,586	56,981	-	-	-	56,981
Total Before Depreciation and Amortization	3,410,897	9,376,927	5,795,507	5,141,767	7,805,149	31,530,247	5,965,940	6,009	5,971,949	37,502,196
Depreciation and Amortization	26,217	6,041	53,607	-	11,785	97,650	88	-	88	97,738
Total Functional Expenses	<u>\$ 3,437,114</u>	<u>\$ 9,382,968</u>	<u>\$ 5,849,114</u>	<u>\$ 5,141,767</u>	<u>\$ 7,816,934</u>	<u>\$ 31,627,897</u>	<u>\$ 5,966,028</u>	<u>\$ 6,009</u>	<u>\$ 5,972,037</u>	<u>\$ 37,599,934</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ (13,302)	\$ (1,058,345)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation and Amortization	131,307	97,738
Bad Debts	52,051	56,981
Gain on Sale of Property and Equipment	(10,349)	(17,873)
Change in Beneficial Interest in Net Assets of Related Party	(64,813)	(66,736)
(Increase) Decrease in Assets:		
Accounts Receivable	(802,450)	(583,196)
Prepaid Expenses	2,496	16,431
Deposits	2,850	37,534
Beneficial Interest in Net Assets of Related Party	201,350	287,285
Vehicle Inventory	(58,601)	(4,964)
Due to Third Party	543	885
Increase (Decrease) in Liabilities:		
Accounts Payable	(100,937)	5,976
Accrued Expenses	575,524	110,986
Deferred Revenue	135,376	(40,612)
Due to State of Maine	406,296	(118,938)
Net Cash Provided (Used) by Operating Activities	457,341	(1,276,848)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(148,710)	(232,172)
Proceeds from Sale of Fixed Assets	15,295	22,902
Net Cash Used by Investing Activities	(133,415)	(209,270)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt	(43,100)	(48,988)
Advanced from Related Parties, Net	807,848	1,361,351
Net Cash Provided by Financing Activities	764,748	1,312,363
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,088,674	(173,755)
Cash and Cash Equivalents - Beginning of Year	-	173,755
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 1,088,674	\$ -
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	\$ 32,965	\$ 34,677

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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 (IRC) as a public charity. Effective July 1, 2018, assets were transferred to the Organizations 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:

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.

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.

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.

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.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

**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.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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

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. 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, 2020 and 2019.

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.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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

Net Assets (Continued)

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 \$841,000 and \$977,537 for beneficial interest in net assets of related party and \$84,844 and \$84,842 other program restrictions for the years ended June 30, 2020 and 2019, respectively. There were no net assets invested in perpetuity as of June 30, 2020 and 2019.

Contributions

Contributions, including unconditional promises to give, are recognized as revenue in the period when earned. The Organizations recognize contributions when cash, securities or other assets, or an unconditional promise to give is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Donor restricted contributions whose restrictions are met in the same operating period are presented as unrestricted support. Contributions in the form of property are recorded at the fair market value on the date the property is received.

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, 2020, there was \$2,531,968 of conditional contributions that have yet to be recognized in the consolidated financial statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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

Federal and State Relief Grant Revenue

During 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 \$184,667 during fiscal year 2020. 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 Organization is 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, 2020.

Additionally, the Organization received payments from the State of New Hampshire, which is administered by the Governor's Office for Emergency Relief and Recovery (GOFERR). The Organization received payments and recognized revenue in the amount of \$461,053 during the fiscal year 2020. 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 Organization is 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, 2020.

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.

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.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs paid for by the Organizations amounted to \$105,943 and \$118,678 for the years ended June 30, 2020 and 2019, 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 \$20,923 and \$22,246 for the years ended June 30, 2020 and 2019, respectively.

Use of Estimates

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

Functional Allocation of Expenses

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

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.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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

Fair Value Measurements

The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities measured and recorded at fair value by the Organizations are categorized as follows:

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

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

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

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2020 and 2019.

Change in Accounting Principles

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The Organizations adopted the requirements of the new guidance as of July 1, 2018, utilizing the full retrospective method of transition. There was no material impact on the Organizations' financial position and results of operations upon adoption of the new standard.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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

Change in Accounting Principles (Continued)

Additionally, in June 2018, FASB issued Accounting Standards (ASU) 2018-08, *Accounting Guidance for Contributions Received and Made*. This ASU was issued to clarify accounting guidance for contributions received and contributions made. The amendments to this ASU assists entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, *Not-for-Profit Entities*, or as an exchange (reciprocal) transactions subject to other guidance and (2) determining whether a contribution is conditional. These consolidated financial statements reflect the application of ASU 2018-08 beginning July 1, 2018. There was no material impact on the Organizations' financial position and results of operations upon adoption of the new standard.

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.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated 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 22, 2020, 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 \$841,000 and \$977,537 at June 30, 2020 and 2019, respectively. For the years ended June 30, 2020 and 2019, the Organizations had a loan payable, included in accrued expenses, to the fund totaling \$340,524 and \$340,524, respectively. 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

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 \$5,321,947 and \$4,928,088 for the years ended June 30, 2020 and 2019, respectively. These expenses have been included on the statement 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 \$12,994 and \$6,009 for the years ended June 30, 2020 and 2019, 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 \$137,545 and \$119,254 for the years ended June 30, 2020 and 2019, respectively. Office space and vehicle related party rents amounted to \$391,487 and \$454,395 for the year ended June 30, 2020 and 2019, respectively.
- Related party loans that bear no interest and have no fixed repayment terms, are as follows:

	2020	2019
Due from Related Parties:		
Lutheran Housing Corporation Brockton, Inc.	\$ 5,632	\$ 5,632
Emanuel Development Corporation	149	149
Total	\$ 5,781	\$ 5,781
	2020	2019
Due to Related Parties:		
Ascentria Care Alliance, Inc.	\$ 3,610,245	\$ 2,802,397
Total	\$ 3,610,245	\$ 2,802,397

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under IRC Section 403(b) maintained by Ascentria. The thrift 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, 2020 and 2019.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 5 ACCOUNTS RECEIVABLE

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

	<u>2020</u>	<u>2019</u>
Accounts Receivable - Program Services	\$ 4,663,528	\$ 3,896,798
Less: Allowance for Doubtful Accounts	(44,549)	(28,218)
Accounts Receivable, Net	<u>\$ 4,618,979</u>	<u>\$ 3,868,580</u>

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

Major Customer

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

Due from Related Parties

The Organizations extend unsecured credit to related parties. The balance due from related parties totaled \$5,781 at June 30, 2020.

Beneficial Interest in Net Assets of Related Party

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

Accounts Receivable, Net

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$4,618,979 at June 30, 2020.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019**

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 \$131,307 and \$97,738 for the years ended June 30, 2020 and 2019, 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 \$496,000 and \$62,000 for the years ended June 30, 2020 and 2019, 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, 2020 AND 2019

NOTE 9 LONG-TERM DEBT

The Organizations are liable on long-term debt at June 30, 2020 and 2019 as follows:

<u>Description</u>	<u>Amount</u>	<u>2019</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.	\$ 183,082	\$ 199,377
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.	258,306	271,355
<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	14,902
Total Long-Term Debt	442,534	485,634
Less: Current Maturities	(32,752)	(43,100)
Long-Term Debt, Net of Current Maturities	<u>\$ 409,782</u>	<u>\$ 442,534</u>

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 32,752
2022	33,944
2023	36,454
2024	39,087
2025	42,403
Thereafter	257,894
Total	<u>\$ 442,534</u>

Interest charged to operations for the above long-term debt amounted to \$32,965 and \$34,677 for the years ended June 30, 2020 and 2019, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

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 \$1,099,443 and \$1,056,543 for the years ended June 30, 2020 and 2019, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 517,288
2022	257,120
2023	245,505
Total	<u>\$ 1,019,913</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 health care 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.

ACS and Ascentria have entered into an equity sharing agreement related to four properties transferred from Ascentria to the ACS on July 1, 2001. The agreement states that if the properties are sold or leased to a third party, approximately 40% of the proceeds will become payable to Ascentria. Such payment represents the excess of fair value of the properties transferred over their net book value as of July 1, 2001. A significant portion of the Organizations' revenues are derived from state and federal government funding. Due to current economic conditions, it is possible that funding from these sources could be reduced in the near term. The Organizations cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organizations.

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance is \$2,500,000 as of June 30, 2020 and 2019.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

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, 2020 and 2019:

		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
		2019			
		Total	Level 1	Level 2	Level 3
Beneficial Interest in Net					
Assets of Related Party:		\$ 977,537	\$ -	\$ -	\$ 977,537
Total		\$ 977,537	\$ -	\$ -	\$ 977,537

The following table provides a summary of changes in fair value of the Organizations' Level 3 financial assets for the years ended June 30, 2020 and 2019:

Balance - July 1, 2018	\$ 1,198,086
Income, Net of Releases	(220,549)
Balance - July 1, 2019	977,537
Income, Net of Releases	(136,537)
Balance - July 1, 2020	\$ 841,000

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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY

The Organizations 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 Organizations consider all expenditures related to its ongoing program activities as well as the services undertaken to support those activities to be general expenditures.

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

	<u>2020</u>	<u>2019</u>
Cash and Cash Equivalents	\$ 1,088,674	\$ -
Accounts Receivable, Net	4,618,979	3,868,580
Total Financial Assets	<u>5,707,653</u>	<u>3,868,580</u>
Donor-Imposed Restrictions	<u>(84,844)</u>	<u>(84,842)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 5,622,809</u>	<u>\$ 3,783,738</u>

NOTE 14 ASSETS TRANSFERS

On June 26, 2019, Ascentria Community Services, Inc. (ACS), and Good News Garage – LSS, Inc. (GNG) combined their operations. The Organizations provide community services programs and were combined to further their common mission by improving their community services programs and achieving economies of scale and other synergies through integration of services. As a result of the combination, the surviving organization is ACS.

The Organizations followed the guidance related to transactions between entities under common control to record the transition as Ascentria Care Alliance, Inc. (ACA) is the sole corporate member of both entities. As a result of this transaction, the net assets of the transferring organization will be accounted for at the carrying amount as of the beginning of the reporting period in which the transfer occurs. Therefore, effective July 1, 2018, the carrying amount of net assets of GNG were transferred to ACS. As of July 1, 2018, the following was the respective carrying amounts of assets, liabilities, and net assets transferred:

Total Assets	\$ 824,075
Cash and Cash Equivalents	42,309
Total Liabilities	307,808
Total Net Assets	516,267
Without Donor Restrictions	29,814
With Donor Restrictions	486,453

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 15 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 2020.

COVID-19 may also impact various parts of the Organizations' 2021 operations and financial results including but not limited to additional costs for emergency preparedness, disease control and containment, potential shortages of health care 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, 2020.

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC,
an SEC-registered investment advisor. CliftonLarsonAllen LLP





FY2021 Board and Committee Membership

Board of Directors & Corporate Officers

Directors	
------------------	--

William Mayo (Chair)	Rev. Ross Goodman (Vice Chair)
Karen Gaylin (Secretary)	Garth Greimann (Financial Secretary)
Angela Bovill (Ex-Officio w/Vote)	Scott Hamilton
Frederick Jenoure	Stacey Luster, JD
Sherri Pitcher	Keith Robertson
Barbara Ruhe	Kimberly Salmon
Peter Schmidt	

Corporate Officers	
---------------------------	--

Angela Bovill (President)	Jeanette Wade (EVP)
Jeff Kinney (EVP)	Nicholas Russo (Treasurer)
Tara Browne (Clerk)	

ALEN OMERBEGOVIC

EXPERIENCE: February, 2001-Present Ascentria Care Alliance Manchester, NH
Business Development and Customer Services Manager

Contacting current and potential clients to establish rapport and arrange meetings to promote new services and to improve customer satisfaction. Participating in development of new marketing initiatives and ideas. Researching organizations and individuals to find new opportunities and develop new products. Handle customer issues and contract negotiations.

Language Bank Program Manager

Coordinate and manage all day-to-day aspects of interpretation services for people with limited English proficiency. Create awareness of services available thru Language Bank to medical, legal and other facilities in New Hampshire. Recruit and manage staff interpreters in a variety of languages.

Job Developer

Provided case management to assist clients in overcoming barriers to employment leading to long-term career placement. Assessed client needs and advised clients on career options, developed goals and time lines for achievement of goals. Developed and implemented training programs to enhance client employability. Planned, directed and supervised Employment Services activities for newly arrived refugees, and low-income clients

Educational Case Worker

Providing help to children in school, teachers and parents to communicate to each other and working as support for educational liaison.

Health Advocate/Interpreter

Acted as translator and advocate in healthcare and social service settings; Provided health orientation; Maintained strict confidentiality; Providing referral services for refugee clients and follow up their appointments needs

Case Aid-Part Time

Transported clients to and from medical and social service appointments. Provided interpretation for clients/caseworkers from Serb-Croat and translated documents.

1999-2001 MacNeill World Wide Laconia, NH
Machine Operator/Machine Tech

Assembly of various electrical parts on machinery; Sorting of cleats; Fixed, maintained and troubleshooter for machines; Knowledge of setting up molds and ability to start new job on production line .

1997-1997 Organization for Security and Co-operation Bosnia
Translator

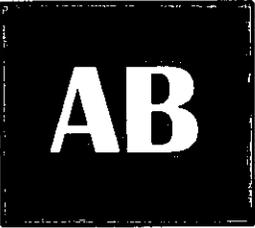
Provided translation assistance for this independent company during elections in Bosnia; Assisted in problem resolution.

1996-1997 Brown and Root Service Company Bosnia
Food Service Supervisor/Translator

Supervised fifty-two men in large kitchen providing food service to United States Army soldiers stationed in Bosnia; Translated for staff and superiors.

CAPABILITIES: Fluent in Bosnian and English. Basic knowledge of Russian and Dutch.
Good knowledge of the computer operating systems: Word, Works, Power Point and Access
Ability to be a team player as well as work independently

EDUCATION: High School Diploma
Concentration in Computer Science Zvornik, Bosnia
Certificate - Southern NH Area Health Education Center
The Art of Medical Interpretation Training Manchester, NH
Legal Interpretation Manchester, NH
CultureSmart –Medical Interpretation Trainer Boston, MA
Train the Trainer –“Essential Piece of Medical Interpreting
GED - Manchester School of Technology Manchester, NH
Southern New Hampshire University Manchester, NH
B.S. Justice Studies

The logo consists of the letters 'A' and 'B' in a bold, white, sans-serif font, centered within a black square.

ALEXANDRA BAER

PROFESSIONAL SUMMARY Nationally Certified Medical Interpreter with 19 + years of experience assisting limited English proficient (LEP) individuals. Conducts consecutive and simultaneous interpreting in both medical and legal fields. This includes advanced and complex vocabulary, idiomatic and cultural understanding with up-to-date knowledge, maintaining the emotion, style and content of the speaker's message. Training, curriculum development and mentoring experience for over 27 years and up to date on the necessary skills of the profession, ethics and pedagogy. Active presenter in a numerous of national and international interpreting conferences for the past 10 years.

SKILLS & ABILITIES Superior writing and reading skills in both Spanish and Portuguese languages. Uses both consecutive and simultaneous modes interchangeably as needed. Advanced research skills and strong communication skills as a trainer. Competent in technology, organization and adaptability skills. An enthusiastic trainer/presenter.

EXPERIENCE TRAINING/QUALITY ASSURANCE MANAGER – THE LANGUAGE BANK, ASCENTRIA

Sep 2018 to Current

- Leads trainings and manages training calendar for the entire fiscal year, including setting course plans and trainings spaces.
- Conducts tailored/specific training programs to help employees improve their skills
- Conducts trainings for judges, state courts and medical institutions on best practices when working with interpreters
- Developed first in-house Court/Legal training course for the agency
- Reviews and keeps training curriculum for legal/medical courses up to date
- Reviews customer interactions with interpreters and activity reports to identify and address concerns
- Creates standards and policies for Language Bank training department
- Works with other managers to implement company's policies and goals related to training and hiring of interpreters

SPANISH/PORTUGUESE INTERPRETER – THE LANGUAGE BANK, ASCENTRIA

Sep 2006 to Current

- Delivers consecutive and simultaneous interpretation for LEPs
- Interprets in both medical institutions and courts.

SPANISH/PORTUGUESE INTERPRETER - EUROTTEXT TRANSLATIONS ROSETTA STONE

May 2001 to 2006

- Delivered consecutive and simultaneous interpretation for LEPs in a variety of settings.
- Interpreted in both medical institutions and courts.
- Completed Transcription-Translation work for law enforcement agencies
- Delivers consecutive and simultaneous interpretation for LEPs
- Interprets in both medical institutions and courts.

EDUCATION NATIONAL BOARD OF CERTIFICATION FOR MEDICAL INTERPRETERS (NBCMI)

Oct 2011

Certified Medical Interpreter (CMI-Spanish)

CULTURE SMART THE ESSENTIAL PIECE - MEDICAL INTERPRETATION TRAINING

Oct 2011

Certification of Lead Trainer

SOUTHERN NEW HAMPSHIRE AHEC – LEGAL & MEDICAL INTERPRETATION TRAINING

May 2007 and May 2008

Certificate of completion

UNIVERSITY OF KANSAS – MASTER EQUIVALENT OF MUSIC THERAPY

May 1997

UNIVERSITY OF KANSAS – MASTER OF MUSIC (MM)

Dec 1992

PRESENTATIONS • Presented at several IMIA Conferences (International Medical Interpreters Association):

- Apr 2016 International Congress, Boston, MA
- Apr 2015 International Congress, Rockville, MD
- Jan 2013 National Conference, Miami Beach, FL
- Oct 2011 National Conference, Boston, MA
- Presented at several Paving the Way to Health Care Access:
 - Jun 2016 Conference, Marlborough, MA
 - Jun 2013 Conference, Marlborough, MA
- Presented for the NCSC (National Consortium of State Courts)
Dec 2012; Apr 2013; Feb 2014; Aug 2017, Concord, NH
- Presented at 2011 NH Medical Society Conference, Bedford, NH
Sep 2011
- Presented at NAJIT (National Association of Judiciary Interpreters and Translators)
May 2009, Scottsdale, AZ
- Presented at CFI (California Federation of Interpreters)
Oct 2009, San Francisco, CA

REFERENCES References are available upon request

Jannick F. Hebert

Job Objective

Fulfill an Administrative position of employment in an organization to obtain quality skills and professional experience, while making a difference in the community and finding new challenges.

Skills and Technical Experience

- Great Plains Software , Microsoft Office 365 and suite 2010
- Bilingual: English and French
- Fax, copier, scanner, computer, multi-line business telephone system
- Extensive knowledge of Interpreters and Providers

Work History

Ascentria Care Alliance

340 Granite St. Manchester NH 03102

Position: Client Service Coordinator

February 24, 2014 - 2019

Tel: (603)410-6183

Responsible for assisting with the daily operations of Language Bank, a non-profit which helps people with limited English proficiencies access services such as health care, the courts, public education, and social services. Responsible for clerical duties, scheduling interpreters, responding to e-mails and telephone calls, and providing excellent communication in a team-based, customer service-focused environment.

Ascentria Care Alliance

340 Granite St. Manchester NH 03102

Position: Quality Assurance Coordinator

2019 to Present

Tel (603)410-6163

Responsible for assisting with the daily operations of Language Bank to ensure that all appointment verification documentation is thorough, accurate and timely. Assist with accurate completion of payroll and assure that the business software accurately supports the needs of the program. Work with software developer to maintain payroll compliance.

Harvey Building Products

30 Jacks Bridge Rd Londonderry, NH 03053

Positions: assembler/saw operator

April 2013 to October 2013

Tel: (800) 562-6237

Duties included cutting material according to daily schedules, processing, welding and cleaning the cut material into frames for future needs.

Fiberkraft Inc.

14 Tinker Ave. Londonderry, NH 03053

Positions: Customer Service, Product Specialist, Sales Representative, Assembly and Production, Warehouse and Shipping

March 2010 to April 2013

Tel: (800) 258-1063

Duties included handling any customer request, processing orders, maintaining data and filling has well has any other needed work around the office and occasionally outside the office.

Education and Certifications

National Career Readiness Certificate, Gold Certificate # KSNF02S06QW7 – Nov. 2013

S.N.H.U., International Business Management Bachelors – Taking Time Off

Hesser College, Medical Assistant Diploma – Oct. 2008

Manchester West High School – 2 years of general studies & GED

Radia Sefiane

Objective: To secure a position within a service environment where I may utilize my education languages, office management and case management experience, as well as community outreach skills and social services.

Qualifications:

- More than 14 years of Community Outreach, concentration on Minority Population
- Office management
- Experience in teaching foreign language
- Over 10 years of social work experience.
- Excellent communication and problem solving abilities.
- Compassionate, mature and professional individual.
- Good computer skills including Microsoft office.
- Multi-lingual in French, Arabic, Algerian, and Greek.
- Provided post resettlement and referral services for refugee clients.
- Acted as both Interpreter and advocate in healthcare and social service settings.
- Provided cultural orientation and staff training
- Produced contractual reports in a timely and efficient manner.
- Developed organizational systems to ensure the delivery of services.
- Maintained strict confidentiality with clients.

Relevant Professional Experience:

Service Manager– Ascentria Care Alliance

Language Bank, Manchester NH 2018- present

Handling complaints and queries (from customers and staff). Maintains customer satisfaction by providing problem-solving resources; managing staff. recruiting, onboarding new hires, training, assigning, scheduling, coaching, counseling, and disciplining employees; communicating job expectations; planning, monitoring, appraising, and reviewing job contributions; enforcing policies and procedures. Handling payroll and billing. Overseeing Field and office staff.

Assistant Program Manager, Ascentria Care Alliance

Language Bank, Concord NH 2011-2017

Design and implement office policies, establish standards and procedures, organize office operations and procedure, prepare time sheets, payroll, and billing and maintain office equipment and supervise field and office staff.

Medical Case Manager, Ascentria Care Alliance

Refugee Program, Concord, NH 02/01/2004-2010

Schedule and coordinate all medical appointments for SNA refugees, Providing interpretation and transportation. Provide education about preventive care and health care system to refugees. Provide 24-hour on-call care for emergency evaluations.

Foreign Language Teacher, Strafford School

Elementary/Middle School, Strafford, 2006-2007

Taught French and Spanish to Elementary and Middle School children during the school year. This involves preparing, presenting, and evaluating the lessons. The ages range from seven to

fourteen years old. Each class consists of between eighteen to twenty four children. In addition to State and Federal oversight, parents are quite involved in the curricula.

Minority Outreach Coordinator *Elliot Hospital
Breast and Cervical Cancer Program, 2002 –2008*

Developed, initiated, presented and evaluated programs designed to reach the minority population in Manchester for the purpose of educating women about the importance of preventive care and early detection regarding breast and cervical health. Commendation: Was recognized for “outstanding work supporting the cause for breast cancer awareness in the Greater Manchester area” in 2006 and community outreach by Minority Health Coalition, Manchester Community Resource.

Social Worker and Case Manager, *Betraria Hospital
Algiers, Algeria- 1993- 1995*

Coordinated, implemented and managed activities for terminally ill children including, providing social work services, counseling families, collecting assistance in clothing and food, writing reports, supervising four caseworkers, and performing case review and team meetings.

Youth Caseworker (volunteer), *Red Crescent/Red Cross
Algiers, Algeria- 1992- 1994*

Organizing youth activities for terminally ill children, including social events and physical activities, coordinating and distributing donations of clothes, toys and books, and providing friendship and companionship to the children.

Other Experience:

Swing Manager, *McDonald's Restaurant,
Manchester, NH- 2001- 2002*

Responsible for supervision of staff, opening store, balancing and checking drawers, making bank deposits, serving patrons, and providing customer service.

Professional Basketball Player *Kefa Lovresos Women's Team
Larnaca, Cyprus- 1995- 1996*

Played professional basketball against other professional teams.

Coach For basketball team, *Kefa Lovresos Girl's teams
Larnaca Cyprus –1997-1999*

Teaching basketball to girls between the age 12-14 and 18 and up

French Teacher, *Private French lessons
Larnaca Cyprus –1996-2000*

Teaching French language to kids between the age 10-16

Education:

Certificate of Completion

*Keyboarding, Fundamentals of Computer and Word I and II
Keeping Software Simple, Manchester, NH- 2000*

B.A. in Sociology

Institute of Sociology, Algiers, Algeria- 1994

High School Diploma

Omar Racin Secondary School, Algiers, Algeria- 1991

Languages: Fluent in French, Arabic, Algerian, and Greek

Patricia M. Gerbert

QUALIFICATIONS

- Excellent Communication Skills, both written and verbal
- Excellent in Multi-Tasking in high stress environments.
- Detail Oriented and Well Organized, Highly Motivated, Energetic, and Enthusiastic
- Computer Applications: Microsoft applications such as Word, Excel, Power Point, Access, Publisher, Outlook; Work Stream, Tempo, Oracle, as well as other MRP type applications.
- Lean Manufacturing, including 5S training

PROFESSIONAL BACKGROUND:

Ascentria Care Alliance; Call Center Manager Manchester, NH; 2013 to Present

L-3 Insight Technology; Clean Room Supervisor Londonderry, NH, 2010 to 2012

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

Rockwell Automation; Group Leader / Electronic Rework Technician; Manchester, NH, 1995 to 2002

RESPONSIBILITIES:

- Perform eligibility checks for Medicaid / MCO consumers
- Compile billing report to reflect appointment rates, travel time, and mileage for customer
- Coordinate interpreter expense receipts so they are reimbursed for money spent
- Overseeing, approving, and submitting employee time
- Working with foreign language and American Sign Language interpreters
- Assist and Communicate with customers on any questions or concerns they may have
- Connect customers to the company scheduling database
- Schedule interpreters for appointments
- Perform daily audits to verify high quality of product output, as well as verifying that all procedures and policies are being followed
- Responsible for prioritizing production floor schedules and personnel to ensure high quality and output of product based on customer needs and requirements.
- Interview and hire potential reports, discipline when needed
- Shift training and certifying of employees on all assembly and testing equipment.
- Assisted in creating standardized training workbook to create uniform program training for employees
- Motive and encourage personnel but discipline up to termination process if necessary
- Trained personnel on equipment used for assembly and testing with-in the facility.
- Responsible for inventory control of product lines within the department
- Testing and troubleshooting circuit boards.
- Implemented quality rework program to fulfill corrective actions to insure high quality
- Responsible for employee time sheets and attendance records.
- Maintained daily and monthly reports of quality and productivity.
- Perform any operations that may be needed, such as running equipment during short staffing

EDUCATION:

Business Degree in process at Southern New Hampshire University

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alen Omerbegovic	Business Dev. & Customer Serv. Manager	\$75,525	33%	\$24,546
Radia Sefiane	Service Manager	\$60,466	23%	\$13,605
Patricia Gerbert	Call Center Manager	\$50,315	25%	\$12,579
Jannick Herbert	Quality Assurance Coordinator	\$48,069	20%	\$9,614
Alexandra Baer	Training & Quality Assurance Manager	\$54,330	20%	10,866



Jeffrey A. Meyers
Commissioner

J mac

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9389 1-800-852-3345 Ext. 9389
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 13, 2019

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 to exercise a renewal option to an agreement with Ascentria Community Services, Inc. (Vendor #161459), 14 East Worcester Street, Suite 300, Worcester, Massachusetts, to continue to provide communication access services, statewide, by increasing the amount by \$1,385,969 from \$2,517,722 to \$3,903,691, and extending the contract completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 50% Federal Funds / 50% General Funds.

This agreement was originally approved by the Governor and Executive Council on June 24, 2015 (Item #34), and subsequently amended on June 21, 2017 (Item #19).

Funds are anticipated to be available in State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-45-4500010-6127000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class/ Account	Class Title	Current Budget	Increase/ (Decrease)	New Modified Budget
2016	102-500731	Contracts for Prog Svc	\$628,861	\$0	\$628,861
2017	102-500731	Contracts for Prog Svc	\$628,861	\$0	\$628,861
2018	102-500731	Contracts for Prog Svc	\$630,000	\$0	\$630,000
2019	102-500731	Contracts for Prog Svc	\$630,000	\$0	\$630,000
		<i>Subtotal</i>	\$2,517,722	\$0	\$2,517,722

05-95-42-422010-7921000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF HEALTH EQUITY, OFFICE OF THE COMMISSIONER

State Fiscal Year	Class/ Account	Class Title	Current Budget	Increase/ (Decrease)	New Modified Budget
2020	102-500731	Contracts for Prog Svc	\$0	\$692,984.50	\$692,984.50
2021	102-500731	Contracts for Prog Svc	\$0	\$692,984.50	\$692,984.50
		<i>Subtotal</i>	\$0	\$1,385,969	\$1,385,969
		Grand Totals	\$2,517,722	\$1,385,969	\$3,903,691

EXPLANATION

The purpose of this request is to renew an agreement that provides statewide Communication Access Services to assure meaningful access to all persons who do business with the Department who need language and communication assistance, including individuals who may not speak English, have limited English proficiency, or who are deaf or who have hearing loss. Communication Access Services ensure that the Department will be in compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Additionally, State law (RSA 521-A and RSA 354-A) requires that an interpreter be provided, when necessary, to ensure effective communication for individuals who are deaf or have hearing loss.

The Contractor will continue to provide interpretation and translation services in multiple locations to current and potential customers of the Department, including the public who attend Department-sponsored public forums, or who receive Department public broadcasts or emergency communications. The Contractor will continue to provide services that include: spoken language interpretation, American Sign Language, Certified Deaf Interpreters, Oral Interpreters, Deaf-Blind Tactile Interpreters, Cued Speech Interpreters and Communication Access Real-Time Service. These services ensure a uniform and comprehensive approach for all individuals to experience meaningful access to Department information, programs and services.

The original contract includes language in Exhibit C-1, Revisions to General Provisions, Paragraph 4, that reserves the Department's right to renew the agreement for up to four (4) additional years subject to continued availability of funds, satisfactory performance of services, agreement by the parties, and approval by the Governor and Executive Council. Amendment #1 exercised two (2) of the available four (4) years of renewal. The Department requests approval to exercise the remaining two (2) of the four (4) available years of renewal.

The Contractor is providing services that are understandable and respectful, in a responsive manner, for individuals with diverse cultural health beliefs and practices, in their preferred language, with preferred interpreters. The Contractor consistently responds to urgent needs for communication access across the Department, and actively collaborates with the Department to ensure forms and documents received in languages other than English are translated in a timely manner.

The following performance measures/objectives will be used to measure the effectiveness of the amendment agreement:

- Individuals served feel their communication access needs were met as evidenced by 85% of responses reporting satisfaction.
- DHHS staff feel they are able to appropriately serve individuals with communication access needs as evidenced by 85% of DHHS staff survey returned responses reporting that the contractor appropriately delivered services.
- DHHS staff have the translated written materials they need in order to serve clients effectively as evidenced by translation requests being fulfilled within 14 calendar days at least 90% of the time.
- Communication Access service capacity is consistently maintained as evidenced by 100% of DHHS' submitted interpretation/communication access requests are fulfilled, or a mutually agreeable alternative is provided by the selected vendor.

Should the Governor and Executive Council not approve this request, communication access services may be unavailable to individuals most in need of Department services who may not speak English, have limited English proficiency, are deaf or have hearing loss. Further, individuals may not be able to access valuable information available through public forums, conferences and/or events sponsored by the Department. Lastly, emergency communication bulletins may not reach those most in need of the emergency alerts. Lack of communication access services violates federal civil rights laws, which require that communication assistance be provided for individuals who need it.

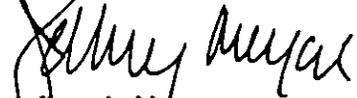
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area Served: Statewide

Source of Funds: 50% Federal Funds, and 50% General Funds.

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

Sincerely,



Jeffrey A. Meyers
Commissioner



Amendment #2

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Communication Access Services Contract**

This 2nd Amendment to the Communication Access Services Contract (hereinafter referred to as "Amendment #2") dated this 20th day of February, 2019, 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" or "Ascentria"), a non-profit corporation with a place of business at 14 East Worcester St., Suite 300, Worcester, MA 01604.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2015 (Item #34) and as amended on June 21, 2017 (Item # 19), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the State may modify the Contract by written agreement of the parties and renew services for up to four (4) years subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS the parties agree to extend the term of the agreement and to 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:
\$3,903,691.
2. Form P-37, General Provisions, Block 1.8 Price Limitation, to read:
June 30, 2021.
3. Form P-37, General Provisions, Block 1.9 Contracting Officer for the State to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number to read:
(603) 271-9631.
5. Delete Exhibit B Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with: Exhibit B Amendment #2, Methods and Conditions Precedent to Payment.
6. Add Exhibit B-9 Budget – Amendment #2, Spoken Language Interpretation and Translation Services.
7. Add Exhibit B-10 Budget – Amendment #2, ASL, CART and Other Services for Individuals with Deafness and Hearing Loss.

**New Hampshire Department of Health and Human Services
Communication Access Services**



Amendment #2

8. Add Exhibit B11 Budget – Amendment #2, Spoken Language Interpretation and Translation Services.
9. Add Exhibit B-12 Budget – Amendment #2 ASL, CART and Other Services for Individuals with Deafness and Hearing Loss.
10. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Communication Access Services

Amendment #2

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

3/12/19
Date

[Signature]
Name: Trinidad Teller, MD
Title: Director, Office of Health Equity
Ascentria Community Services, Inc.

2/28/2019
Date

[Signature]
Name: Timothy Johnston
Title: Executive Vice President

Acknowledgement:
State of NH, County of Hillsborough on 2/28/2019, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Cathleen K. Arredondo, Ex. Asst to EVP
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/22/2020

New Hampshire Department of Health and Human Services
Communication Access Services



Amendment #2

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Senior Host Attorney General*

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:



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>):
 - 2.1. #93.044 - Department of Health and Human Services, Administration for Community Living A-Formula Grants, Older Americans Act
 - 2.2. #93.659 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Adoption Opportunities
 - 2.3. #93.658 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, B-Project Grants, Foster Care
 - 2.4. #93.563 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Child Support Enforcement
 - 2.5. #93.778 - Department of Health & Human Services, Centers for Medicare and Medicaid Services, A- Formula Grants, Medical Assistance Program
 - 2.6. #93.667 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Social Services Block Grant.
 - 2.7. #93.767 - Department of Health & Human Services, Centers for Medicare and Medicaid Services, A- Formula Grants, B - Project Grants; Children's Health Insurance Program.
 - 2.8. #93.558 - Department of Health & Human Services, Administration for Children and Families; A- Formula Grants, L- Dissemination of Technical Information; Temporary Assistance to Needy Families.
 - 2.9. #10.561 - Department of Agriculture Food and Nutrition Service; A - Formula Grants; State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
3. The Contractor shall use and apply all contract funds for allowable direct and indirect costs to provide services in Exhibit A1 and Exhibit A2, in accordance with Exhibit B-5 - Amendment #1 through Exhibit B-12 Amendment #2.
4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
5. Payment for said services shall be made as follows:
 - 5.1. The Contractor will submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for:
 - 5.1.1. Authorized expenses incurred in the prior month.
 - 5.1.2. The units of services provided, in accordance with Exhibit A-1 and Exhibit A-2 which shall be paid on a fee-for-service basis the rates specified in Exhibit B-5 Amendment #1 through Exhibit B-12 Amendment #2.

Handwritten signature and date "2/20/2019" in black ink.



Exhibit B – Amendment #2

- 5.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 5.3. The invoice must be submitted by mail or e-mail to:
Mary Calise, Senior Finance Director
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
E-mail: Mary.Calise@dhhs.nh.gov
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-4 – Amendment #1 through Exhibit B-8 – Amendment #1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

[Handwritten Signature]
[Handwritten Date: 6/28/2017]

Annex B-9 Amendment #2
Budget
Speech Language Interpretation and Translation Services

July 1, 2019 - June 30, 2020 SERVICE TYPE:	Workday Hours (M-F, 9:00 a.m. - 4:30 p.m.)			After Hours, Holidays, & Weekends and Emergencies**			Hourly Travel Rates***			Travel Reimbursement****		
	Fee for Service Rate \$9.99	# of Service Units Proposed 9.99	Total Cost of Service	Fee for Service Rate \$9.99	# of Service Units Proposed 9.99	Total Cost of Service	Fee for Service Rate \$9.00	Billable Partial or Full Hours 9.00	Total Cost of Travel Hours \$90.00	Travel Reimbursement Rate \$ 0.00	Billable Mileage 0.00	Total Cost of Travel \$0.00
1) Speech Language Interpretation												
a) Live-to-Live (LTL) in Person Interpretation												
* 30 min of 3 hour minimum, and interpreter in 15 minute increments. Any consecutive appointments of the same location by the same interpreter				** On-line emergencies: Requests made with less than a 24-hour notice			*** Define travel rates: \$15,000/hr travel base rate indicated beyond a 20-mile radius			**** Define travel reimbursement: Travel Reimbursement is based on the federal rate		
Foreign Language Interpretation	\$ 33.00	3,476	\$ 104,178.00	\$ 72.00	230	\$ 16,236.00	\$ 35.00	230	\$ 8,050.00	\$ 0.341	29000	\$ 10,000.00
Credentialed Foreign Language Interpretation	\$ 34.00	700	\$ 11,700.00	\$ 78.00	80	\$ 3,000.00	\$ 49.00	80	\$ 3,900.00	N/A		
b) Over-the-Phone Interpretation (OTPI)												
All languages @ 1.40 / minute	\$ 1.40	83,800	\$ 118,000.00	N/A			N/A			N/A		
Out-of-pocket charge	\$ 8.00	1,000	\$ 8,000.00									
c) Video Remote Interpretation (VRI)												
All spoken languages @ 1.55 / minute	\$ 1.55	100	\$ 155.00	N/A			N/A			N/A		
d) Deaf-blind by Device Interpretation (DBDI)												
Block Booking - 1 rate for 78 hrs total	\$ 47.00	3,300	\$ 153,300.00	N/A			N/A			N/A		
2) Translation Services												
Foreign Language to English:												
Spanish/Portuguese Languages	\$ 0.20	15,000	\$ 3,000.00	N/A			N/A			N/A		
Western European	\$ 0.28	2,250	\$ 630.00	N/A			N/A			N/A		
Eastern European	\$ 0.24	248	\$ 59.52	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Nepali, E)	\$ 0.49	78,373	\$ 16,822.27	N/A			N/A			N/A		
English to Foreign Language:												
Spanish/Portuguese Languages	\$ 0.20	55,000	\$ 11,000.00	N/A			N/A			N/A		
Western European	\$ 0.28	15,878	\$ 4,445.24	N/A			N/A			N/A		
Eastern European	\$ 0.24	3,400	\$ 816.00	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Nepali, E)	\$ 0.49	19,808	\$ 9,723.92	N/A			N/A			N/A		
Formatting Per Page	\$ 19.00	100	\$ 1,900.00	N/A			N/A			N/A		
24 hour turnaround - surcharge per word	\$ 0.18	15,363	\$ 2,765.34	N/A			N/A			N/A		
English to Braille	\$ 0.30	9,800	\$ 2,940.00	N/A			N/A			N/A		
Proofreading / Editing	\$ 40.00	25	\$ 1,000.00	N/A			N/A			N/A		
3) Services for individuals who have language												
Reading and recording services	\$ 43.00	20	\$ 860.00	N/A			N/A			N/A		
4) Other												
Internet access fee	\$ 148.00	12	\$ 1,776.00									
per location												
Printing (Laptops/PADS)	\$ 350.00	7	\$ 2,450.00									
Sub Totals			\$ 535,807.30			\$ 22,060.00		\$ 10,750.00				\$ 10,000.00
Grand Total of Proposal												\$ 598,367.30

Contractor initials: 
Date: 7/18/2019

LHMR 8-10 Amendment #2
 Budget
 ASL, CART, and Other Services for Individuals with Deafness and Hearing Loss

July 1, 2018 to June 30, 2020 SERVICE TYPE	Workday Hours (8:00 a.m. - 4:30 p.m.)			After Hours, Holidays, & Weekends and Emergencies**			Hourly Travel Rates***			Travel Reimbursement****		
	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Partial Hours 0.00	Total Cost of Travel Hours 100.00	Travel Reimbursement Rate \$ 8.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
1) In-Center Interpretation * Billed according to NY DOE authorized rates and include administrative overhead				** On-site emergency: Requests made in less than 24 hours			*** On-site travel rates: Travel time is partial to partial and covered in hourly				**** On-site travel reimbursement: Travel Reimbursement is based on	
a) American Sign Language (ASL) Interpretation English to Foreign Languages	\$ 78.00	400	\$ 31,200.00	\$ 84.00	30	\$ 2,520.00	Included			\$ 0.533	10000	\$ 5,330.00
(If 2 interpreters required for all of the above, each will be charged separately)	\$ 108.00	20	\$ 2,160.00	\$ 123.00	2	\$ 246.00	Included			\$ 0.533	300	\$ 160.00
b) Certified Deaf Interpretation (CDI)	\$ 82.00	80	\$ 6,560.00	\$ 110.00	0	\$ 0.00	Included			\$ 0.533	2500	\$ 1,332.50
c) Oral Interpretation/Transcription	\$ 78.00	10	\$ 780.00	\$ 84.00	3	\$ 252.00	Included			\$ 0.533	1000	\$ 533.00
d) Deafblind Tactile Interpretation	\$ 78.00	10	\$ 780.00	\$ 84.00	0	\$ 0.00	Included			\$ 0.533	1000	\$ 533.00
e) Guided Speech Interpretation	\$ 78.00	10	\$ 780.00	\$ 84.00	0	\$ 0.00	Included			\$ 0.533	1000	\$ 533.00
2) CART Services (1-hour minimum)	\$ 157.00	30	\$ 4,710.00	N/A			\$ 70.00	10	\$ 700.00	\$ 0.533	3000	\$ 1,600.00
Professor for CART	\$ 48.00	3	\$ 144.00	N/A								
3) Video Remote Interpretation (VRI)												
ASL \$3.00 / min	\$ 3.00	1750	\$ 5,250.00	N/A			N/A			N/A		
Internet access fee per location	\$ 148.00	12	\$ 1,776.00	N/A			N/A			N/A		
per location	\$ 148.00	13	\$ 1,924.00	N/A			N/A			N/A		
Summary Tables/Books	\$ 350.00	7	\$ 2,450.00	N/A			N/A			N/A		
4) Services for individuals who exclusively use sign language												
English to Foreign Languages	\$ 80.00	15	\$ 1,200.00	\$ 70.00	7	\$ 490.00	\$ 35.00	0	\$ 0.00	\$ 0.533	200	\$ 107.00
English to Foreign Languages	\$ 70.00	5	\$ 350.00	\$ 80.00	7	\$ 560.00	\$ 35.00	0	\$ 0.00	\$ 0.533	200	\$ 107.00
Sub Totals			\$ 76,738.00			\$ 8,536.00			\$ 1,050.00			\$ 10,272.00
Grand Total of Proposal												\$ 83,587.00

**Exhibit B 11 Amendment #2
Budget
Spoken Language Interpretation and Translation Services**

July 1, 2020 - June 30, 2021 SERVICE TYPE	Weekday Hours (M-F, 8:00 a.m. - 4:30 p.m.)			After Hours, Holidays, & Weekends and Emergencies**			Hourly Travel Rates***			Travel Reimbursement****		
	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Partial or Partial Hours 0.00	Total Cost of Travel Hours \$00.00	Travel Reimbursement Rate \$ 0.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
01 Spoken Remote Language Interpretation												
01 Emergency (E) In-Person Interpretation												
<small>** Define emergency: Requests made with less than a 24-hour notice *** Define travel rates: \$35.00/hr travel time rate calculated beyond a 20-mile radius **** Define travel reimbursement: Travel Reimbursement is based on the federal rate</small>												
Foreign Language Interpretation	\$ 63.00	3,478	\$ 190,176.00	\$ 73.00	210	\$ 15,270.00	\$ 35.00	230	\$ 8,140.00	\$ 0.445	70000	\$ 10,900.00
Certified Foreign Language Interpretation	\$ 88.00	700	\$ 11,200.00	\$ 78.00	60	\$ 4,680.00	\$ 48.00	60	\$ 2,880.00	N/A		
01 Over-the-Phone Interpretation (OPI)												
All languages \$1.00/minute	\$ 1.00	88,000	\$ 118,000.00	N/A			N/A					
Exhibit B 9 Amendment #2	\$ 0.00	1,000	\$ 0.00									
01 Spoken Language Interpretation and Translation Services												
All Japan languages \$1.55/minute	\$ 1.55	100	\$ 155.00	N/A			N/A					
01 Interpreting/Over-the-Phone Interpretation (OPI)												
Speech Schedules - 4 sites for 78 hrs per year	\$ 47.00	3,800	\$ 183,300.00	N/A			N/A					
01 Translation Services												
Foreign Languages to English:												
Spanish, Portuguese Languages	\$ 0.20	16,000	\$ 3,200.00	N/A			N/A					
Western European	\$ 0.24	7,225	\$ 1,734.00	N/A			N/A					
Eastern European	\$ 0.34	243	\$ 82.62	N/A			N/A					
Other (Arabic, Hindi, Chinese, Nepali, etc.)	\$ 0.40	26,573	\$ 10,629.20	N/A			N/A					
English to Foreign Languages:												
Spanish, Portuguese Languages	\$ 0.20	85,000	\$ 17,000.00	N/A			N/A					
Western European	\$ 0.24	16,878	\$ 4,044.78	N/A			N/A					
Eastern European	\$ 0.34	3,600	\$ 1,224.00	N/A			N/A					
Other (Arabic, Hindi, Chinese, Nepali, etc.)	\$ 0.40	20,808	\$ 8,323.20	N/A			N/A					
Formatting PDF Files	\$ 10.00	100	\$ 1,000.00	N/A			N/A					
24 hour emergency - surcharge per min	\$ 0.10	18,252	\$ 1,825.20	N/A			N/A					
English to Braille	\$ 0.20	8,000	\$ 1,600.00	N/A			N/A					
Proofreading / Editing	\$ 40.00	25	\$ 1,000.00	N/A			N/A					
01 Services for Individuals who have Language Disabilities												
Reading and interpret services	\$ 45.00	20	\$ 900.00	N/A			N/A					
01 Other												
Internet access fee	\$ 140.00	10	\$ 1,400.00									
per location												
Remaining Travel/Mileage	\$ 340.00	7	\$ 2,380.00									
Sub Totals			\$ 858,887.80			\$ 77,060.00		\$ 10,780.00				\$ 10,900.00
Grand Total of Proposal												\$ 869,347.80

Contractor Initials:
Date: 5/20/2019

Exhibit B-12 Amendment #2
 Budget
 AGI, CART, and Other Services for Multibank with Bookends and Hearing Loss

July 1, 2020 to June 30, 2021 SERVICE TYPE	Fee for Service Rate \$/HR	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$/HR	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$/HR	Billable Period in Period Hours 0.00	Total Cost of Travel Hours \$00.00	Travel Reimbursement Rate \$/HR	Billable Amount 0.0	Total Cost of Travel \$0.00	
<p>1) Business Interpretation</p> <p>* Added according to AFI DCF authorized rates and include administrative overhead</p>													
01 American Sign Language (ASL) Interpreter	\$ 78.00	400	\$ 31,200.00	\$ 98.00	20	\$ 1,960.00	Included			\$ 0.521	10000	\$ 5,210.00	
02 ASL Interpreter (ASL) Interpreter	\$ 102.00	20	\$ 2,040.00	\$ 122.00	7	\$ 854.00	Included			\$ 0.521	300	\$ 156.30	
<p>(If 2 interpreters required for all of the above, each will be charged separately)</p>													
03 Certified Deaf Interpreter (CDI)	\$ 87.00	60	\$ 5,220.00	\$ 110.00	8	\$ 880.00	Included			\$ 0.521	2600	\$ 1,354.60	
04 Oral Interpreter/Translation	\$ 78.00	10	\$ 780.00	\$ 98.00	2	\$ 196.00	Included			\$ 0.521	1000	\$ 521.00	
05 Deaf-Blind Text Interpretation	\$ 78.00	10	\$ 780.00	\$ 98.00	8	\$ 784.00	Included			\$ 0.521	1000	\$ 521.00	
06 Caption Services Interpretation	\$ 78.00	10	\$ 780.00	\$ 98.00	3	\$ 294.00	Included			\$ 0.521	1000	\$ 521.00	
07 CART Services (Captioning)	\$ 157.00	30	\$ 4,710.00	N/A				\$ 78.00	10	\$ 780.00	\$ 0.521	5000	\$ 2,605.00
08 CART Services (Captioning)	\$ 45.00	3	\$ 135.00	N/A									
<p>3) Video Remote Interpretation (VRI)</p>													
ASL 15.00/minute	\$ 15.00	1760	\$ 26,400.00	N/A						N/A			
Internet access fee	\$ 140.00	12	\$ 1,680.00	N/A						N/A			
per session	\$ 12.00	12	\$ 144.00	N/A						N/A			
Service Technology	\$ 220.00	7	\$ 1,540.00	N/A						N/A			
<p>4) Services for Individuals with Disabilities (Section 504)</p>													
01 Sign Language Interpreter	\$ 80.00	15	\$ 1,200.00	\$ 78.00	7	\$ 546.00		\$ 78.00	8	\$ 624.00	\$ 0.521	200	\$ 104.20
02 Sign Language Interpreter	\$ 78.00	1	\$ 78.00	\$ 98.00	2	\$ 196.00		\$ 78.00	1	\$ 78.00	\$ 0.521	200	\$ 104.20
Sub Totals			\$ 74,735.00			\$ 6,530.00			\$ 1,560.00			\$ 10,272.00	
Grand Total of Proposal												\$ 85,547.00	



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


2/28/2019



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

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 Signature]
[Handwritten Date: 2/28/2019]



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

[Handwritten Signature]
2/28/2019

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.).


2/28/2019

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

[Handwritten signature]
[Handwritten date: 2/28/20]

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.



- 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

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 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


2/28/2019

19 mac



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

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Associate
Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857
603-271-3886 1-800-852-3346 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 24, 2017

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 to exercise a renewal option to an agreement with Ascentria Community Services, Inc. (Vendor #161459), 14 East Worcester Street, Suite 300, Worcester, Massachusetts, to continue to provide communication access services, statewide, by increasing the amount by \$1,260,000 from \$1,257,722 to \$2,517,722, and extending the contract completion date from June 30, 2017 to June 30, 2019 effective upon Governor and Executive Council approval. 50%Federal Funds / 50% General Funds.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-45-4500010-6127000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class/ Account	Class Title	Current Budget	Increase/ (Decrease)	New Modified Budget
2016	102-500731	Contracts for Prog Svc	\$549,651	\$0	\$549,651
2016	102-500731	Contracts for Prog Svc	\$79,210	\$0	\$79,210
2017	102-500731	Contracts for Prog Svc	\$549,651	\$0	\$549,651
2017	102-500731	Contracts for Prog Svc	\$79,210	\$0	\$79,210
2018	102-500731	Contracts for Prog Svc	\$0	\$550,790	\$550,790
2018	102-500731	Contracts for Prog Svc	\$0	\$79,210	\$79,210
2019	102-500731	Contracts for Prog Svc	\$0	\$550,790	\$550,790
2019	102-500731	Contracts for Prog Svc	\$0	\$79,210	\$79,210
			\$1,257,722	\$1,260,000	\$2,517,722

EXPLANATION

The purpose of this request is to renew an agreement that provides statewide Communication Access Services to assure meaningful access to all persons who do business with the Department who need language and communication assistance including individuals who may not speak English, have limited English proficiency, who are deaf or who have hearing loss. Communication Access Services ensure that the Department will be in compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Additionally, State law (RSA 521-A and RSA 354-A) requires that an interpreter be provided, when necessary, to ensure effective communication for individuals who are deaf or have hearing loss.

The Vendor will continue providing interpretation and translation services in multiple locations to current and potential customers of the Department, including the public who attend Department-sponsored public forums or who receive Department public broadcasts and emergency communications. The vendor will provide services that include spoken language interpretation, American Sign Language, Certified Deaf Interpreters, Oral Interpreters, Deaf-Blind Tactile Interpreters, Cued Speech Interpreters and Communication Access Real-Time Service in order to ensure a uniform and comprehensive approach for all individuals to experience meaningful access to Department information.

The original contract was approved by the Governor and Executive Council on June 24, 2015 (Item #34). The contract included language in Exhibit C-1, Revisions to General Provisions (Paragraph 4), that reserved the Department's right to renew the agreement for up to four (4) additional years subject to continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department requests approval to renew communication access services for two (2) of the four (4) years available.

Ascentria Community Services, Inc. has provided services that are understandable and respectful in a responsive manner to individuals with diverse cultural health beliefs and practices in their preferred language by preferred interpreters. The vendor has demonstrated their ability to respond to urgent needs for communication access across the Department. Further, the vendor has actively collaborated with the Department to ensure forms and documents received in languages other than English are translated in a timely manner to ensure continuity of services.

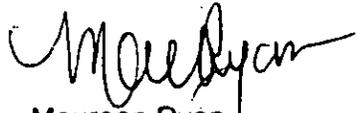
Should the Governor and Executive Council not approve this request, communication access services may be unavailable to individuals most in need of Department services who may not speak English, have limited English proficiency, are deaf or have hearing loss. Further, individuals may not be able to access valuable information available through public forums, conferences and/or events sponsored by the Department. Lastly, emergency communication bulletins may not reach those most in need of the emergency alerts. Lack of communication access services violates federal civil rights laws, which require that communication assistance be provided for individuals who need it.

Area Served: Statewide

Source of Funds: 50% General; 50% Federal

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

Sincerely,



Maureen Ryan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Communication Access Services Contract

This 1st Amendment to the Communication Access Services Contract (hereinafter referred to as "Amendment #1") dated this 1st day of May, 2017, 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" or "Ascentria"), a non-profit corporation with a place of business at 14 East Worcester St., Suite 300, Worcester, MA 01604.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2015 (Item #34), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the Contract by written agreement of the parties and renew services for up to four (4) years subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS the parties agree to extend the term of the agreement, 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:

- Form P-37, General Provisions, Block 1.7 Completion Date, to read:
June 30, 2019
1. Form P-37, General Provisions, Block 1.8 Price Limitation, to read:
\$2,517,722
2. Form P-37, General Provisions, Block 1.9 Contracting Officer for the State to read:
Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement
3. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number to read:
(603) 271-9246.
4. Delete Exhibit B, Method and Conditions Precedent to Payment, and replace with Exhibit B - Amendment #1, Method and Conditions Precedent to Payment.
5. Add Exhibit B-5 - Amendment #1 Spoken Language Interpretation.
6. Add Exhibit B-6 - Amendment #1 Hearing Interpretation.
7. Add Exhibit B-7 - Amendment #1 Spoken Language Interpretation.
8. Add Exhibit B-8 - Amendment #1 Hearing Interpretation.

ASD
6-9-17
CMT
6-9-17



New Hampshire Department of Health and Human Services
Communication Access Services
Amendment #1

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

5/25/17
Date

Maura Ryan
Name: Maura Ryan
Title: Director
Ascentria Community Services, Inc.

5/12/2017
Date

Nicholas Russo
Name: Nicholas Russo
Title: Director of Treasury / Treasurer

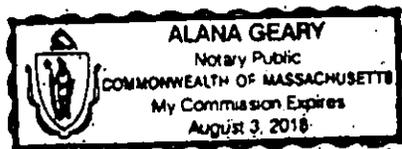
Acknowledgement:

State of Massachusetts, County of Worcester on May 12, 2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Alana Geary
Signature of Notary Public or Justice of the Peace

Alana Geary, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/3/18



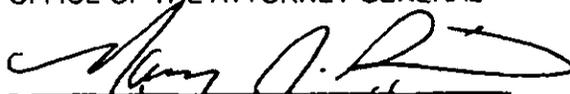


New Hampshire Department of Health and Human Services
Communication Access Services
Amendment #1

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2017
Date


Name: Nancy J. Smith
Title: Sr. Asst. Atty General

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:



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>):
 - 2.1. #93.044 - Department of Health and Human Services, Administration for Community Living A-Formula Grants, Older Americans Act
 - 2.2. #93.659 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Adoption Opportunities
 - 2.3. #93.658 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, B-Project Grants, Foster Care
 - 2.4. #93.563 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Child Support Enforcement
 - 2.5. #93.778 – Department of Health & Human Services, Centers for Medicare and Medicaid Services, A- Formula Grants, Medical Assistance Program
 - 2.6. #93.667 – Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Social Services Block Grant.
 - 2.7. #93.767 – Department of Health & Human Services, Centers for Medicare and Medicaid Services, A- Formula Grants, B – Project Grants; Children's Health Insurance Program.
 - 2.8. #93.558 – Department of Health & Human Services, Administration for Children and Families; A- Formula Grants, L- Dissemination of Technical Information; Temporary Assistance to Needy Families.
 - 2.9. #10.561 – Department of Agriculture Food and Nutrition Service; A – Formula Grants; State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
3. The Contractor shall use and apply all contract funds for allowable direct and indirect costs to provide services in Exhibit A1 and Exhibit A2, in accordance with Exhibit B-5 – Amendment #1 through Exhibit B-8 – Amendment #1.
4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
5. Payment for said services shall be made as follows:
 - 5.1. The Contractor will submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for:
 - 5.1.1. Authorized expenses incurred in the prior month.
 - 5.1.2. The units of services provided, in accordance with Exhibit A1 and Exhibit A2 which shall be paid on a fee-for-service basis the rates specified in Exhibit B-5 Amendment #1 through Exhibit B-8 – Amendment #4.



- 5.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 5.3. The invoice must be submitted by mail or e-mail to:
Mary Calise, Senior Finance Director
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
E-mail: Mary.Calise@dhhs.nh.gov
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-4 – Amendment #1 through Exhibit B-8 – Amendment #1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council:

**Exhibit B-5 Amendment #1
Spoken Language Interpretation Fees**

	July 1, 2017 - June 30, 2018 SERVICE TYPE:	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Travel Hours \$00.00	Travel Reimbursement Rate \$.00	Billable Message 0.00	Total Cost of Travel \$0.00
1)	Spoken (Foreign) Language Interpretation												
1)	Face-to-Face (F2F) In-Person Interpretation <i>* Billed at 2 hour minimum, and thereafter in 15 minute increments. Any consecutive appointments at the same location by the same interpreter shall be treated as a singular appointment for billing purposes</i>												
					** Define emergencies: Requests made with less than a 24-hour notice			*** Define travel rates: \$35.00/hr travel time rate activated beyond a 20-mile radius			*** Define travel reimbursement: Travel Reimbursement is based on the federal rate		
	Foreign Language Interpretation	\$ 48.00	4,100	\$ 196,800.00	\$ 69.00	410	\$ 27,870.00	\$ 35.00	275	\$ 9,625.00	\$ 0.54	25000	\$ 13,375.00
	Certified Foreign Language Interpretation	\$ 53.00	200	\$ 10,600.00	\$ 73.00	50	\$ 3,650.00	\$ 40.00	50	\$ 2,000.00	N/A		
b)	Over-the-Phone Interpretation (OTI)												
	All languages \$1.75 / minute	\$ 1.40	65,000	\$ 91,000.00	N/A			N/A			N/A		
	Dial-out charge	\$ 5.00	840	\$ 4,200.00									
c)	Video Remote Interpretation (VRI)												
	All spoken languages \$1.85 / minute	\$ 1.85	100	\$ 185.00	N/A			N/A			N/A		
d)	Site-Specific, Dedicated Interpretation (Block) Block Schedule - 3 sites for 60 hrs interpretation	\$ 43.00	3,744	\$ 160,992.00	N/A			N/A			N/A		
2)	Transition Services												
	Foreign Language to English:												
	Spanish, Portuguese Languages	\$ 0.26	12,556	\$ 2,476.56	N/A			N/A			N/A		
	Western European	\$ 0.28	1,764	\$ 493.92	N/A			N/A			N/A		
	Eastern European	\$ 0.34	248	\$ 84.32	N/A			N/A			N/A		
	Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.40	26,573	\$ 10,629.20	N/A			N/A			N/A		
	English to Foreign Language:												
	Spanish, Portuguese Languages	\$ 0.20	45,450	\$ 9,090.00	N/A			N/A			N/A		
	Western European	\$ 0.26	15,876	\$ 4,143.76	N/A			N/A			N/A		
	Eastern European	\$ 0.34	3,500	\$ 1,190.00	N/A			N/A			N/A		
	Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.40	39,806	\$ 15,922.40	N/A			N/A			N/A		
	Formatting Per Page	\$ 10.00	100	\$ 1,000.00	N/A			N/A			N/A		
	24 hour turnaround - surcharge per word	\$ 0.10	15,363	\$ 1,536.30	N/A			N/A			N/A		
	English to Braille	\$ 0.30	5,000	\$ 1,500.00	N/A			N/A			N/A		
	Proofreading / Editing	\$ 40.00	25	\$ 1,000.00	N/A			N/A			N/A		
3)	Services for individuals who have Low Vision												
	Reading and recording services	\$ 45.00	20	\$ 900.00	N/A			N/A			N/A		
				\$ -	N/A			N/A			N/A		
4)	Other												
	Internet access fee per month	\$ 130.00	12										
	per location		13	\$ 20,260.00									
	Samsung Tablets/APADS	\$ 350.00	7	\$ 2,450.00									
	Sub Totals			\$ 536,768.42			\$ 31,530.00			\$ 11,625.00			\$ 13,375.00
	Grand Total of Proposal												\$ 593,298.42

NJ
5/12/2017

Exhibit B-6 Amendment #1
Hearing Interpretation

	July 1, 2017 to June 30, 2018 SERVICE TYPE:	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Travel Hours \$00.00	Travel Reimbursement Rate \$.00	Billable Mileage 0.00	Total Cost of Travel \$0.00	
1)	<u>In-Person Interpretation</u> * Billed according to NM DOE authorized rates and include administrative overhead													
a)	<u>American Sign Language (ASL) Interpretation</u>	\$ 73.00	450	\$ 32,850.00	\$ 93.00	20	\$ 1,860.00	Included			\$ 0.535	10,000	\$ 5,350.00	
	<u>English to Foreign Language</u> (If 2 Interpreters required for all of the above, each will be charged separately)	\$ 100.00	40	\$ 4,000.00	\$ 120.00	2	\$ 240.00	Included			\$ 0.535	300	\$ 160.50	
b)	<u>Captioned Text Interpretation (CTI)</u>	\$ 85.00	100	\$ 8,500.00	\$ 110.00	5	\$ 550.00	Included			\$ 0.535	5500	\$ 2,942.50	
c)	<u>Oral Interpretation/Translation</u>	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included			\$ 0.535	1000	\$ 535.00	
d)	<u>Deaf-Blind Tactile Interpretation</u>	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included			\$ 0.535	1000	\$ 535.00	
e)	<u>Cued Speech Interpretation</u>	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included			\$ 0.535	1000	\$ 535.00	
2)	<u>CART Services (1-hour minimum)</u>	\$ 148.00	40	\$ 5,920.00	N/A				\$ 70.00	10	\$ 700.00	\$ 0.535	4000	\$ 2,140.00
	<u>Projector for CART</u>	\$ 43.00	10	\$ 430.00	N/A									
3)	<u>Video Remote Interpretation (VRI)</u>													
	<u>ASL \$3.00 / minute</u>	\$ 3.00	1000	\$ 3,000.00	N/A			N/A			N/A			
	<u>Internet access fee per month</u>	\$ 130.00	12	\$ 1,560.00	N/A			N/A			N/A			
	<u>per location</u>		13	\$ 20,280.00	N/A			N/A			N/A			
	<u>Samsung Tablets/laptops</u>	\$ 350.00	7	\$ 2,450.00	N/A			N/A			N/A			
4)	<u>Services for individuals who experience speech impairments</u>	\$ 45.00	15	\$ 675.00	\$ 65.00	2	\$ 130.00	\$ 35.00		\$ 175.00	\$ 0.535	200	\$ 107.00	
	<u>English to Foreign Language</u>	\$ 85.00	3	\$ 325.00	\$ 85.00	2	\$ 170.00	\$ 35.00		\$ 175.00	\$ 0.535	200	\$ 107.00	
	Sub Totals			\$ 60,640.00			\$ 4,345.00			\$ 1,050.00			\$ 12,412.00	
	Grand Total of Proposal												\$ 68,447.00	

**Exhibit B-7 Amendment #1
Spoken Language Interpretation**

July 1, 2018 - June 30, 2019 SERVICE TYPE:	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Transit Hours \$00.00	Travel Reimbursement Rate \$.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
1) Spoken (Foreign) Language Interpretation												
a) Face-to-Face (FTF) In-Person Interpretation* <small>* Billed at 2 hour minimum, and thereafter in 15 minute increments. Any consecutive appointments at the same location by the same interpreter shall be treated as a singular appointment for billing purposes</small>				** Define emergencies; Requests made with less than a 24-hour notice				*** Define travel rates: \$35.00/hr travel time rate activated beyond a 20-mile radius		*** Define travel reimbursement: Travel Reimbursement is based on the federal rate		
Foreign Language Interpretation	\$ 48.00	4,100	\$ 198,800.00	\$ 68.00	410	\$ 27,880.00	\$ 35.00	275	\$ 9,625.00	\$ 0.535	25000	\$ 13,375.00
Certified Foreign Language Interpretation	\$ 53.00	200	\$ 10,600.00	\$ 73.00	50	\$ 3,650.00	\$ 40.00	50	\$ 2,000.00	N/A		
b) Over-the-Phone Interpretation (OPI)												
All languages \$1.75 / minute	\$ 1.40	65,000	\$ 91,000.00	N/A			N/A					N/A
Dial-out charge	\$ 5.00	840	\$ 4,200.00									
c) Video Remote Interpretation (VRI)												
All spoken languages \$1.85 / minute	\$ 1.85	100	\$ 185.00	N/A			N/A					N/A
d) Site-Specific Dedicated Interpretation (Block)												
Block Schedule - 3 sites for 60 hrs interpretation	\$ 43.00	3,744	\$ 160,992.00	N/A			N/A					N/A
2) Interpreting Services												
Foreign Language to English:												
Spanish, Portuguese Languages	\$ 0.20	12,350	\$ 2,470.00	N/A			N/A					N/A
Western European	\$ 0.28	1,784	\$ 493.92	N/A			N/A					N/A
Eastern European	\$ 0.34	248	\$ 84.32	N/A			N/A					N/A
Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.40	26,573	\$ 10,629.20	N/A			N/A					N/A
English to Foreign Language:												
Spanish, Portuguese Languages	\$ 0.20	45,450	\$ 9,090.00	N/A			N/A					N/A
Western European	\$ 0.28	15,876	\$ 4,445.28	N/A			N/A					N/A
Eastern European	\$ 0.34	3,500	\$ 1,190.00	N/A			N/A					N/A
Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.40	39,808	\$ 15,923.20	N/A			N/A					N/A
Formatting Per Page	\$ 10.00	100	\$ 1,000.00	N/A			N/A					N/A
24 hour turnaround - surcharge per word	\$ 0.10	15,383	\$ 1,538.30	N/A			N/A					N/A
English to Braille	\$ 0.30	5,000	\$ 1,500.00	N/A			N/A					N/A
Proofreading / Editing	\$ 40.00	25	\$ 1,000.00	N/A			N/A					N/A
3) Services for Individuals who have Low-Vision												
Reading and recording services	\$ 45.00	20	\$ 900.00	N/A			N/A					N/A
												N/A
4) Other												
Internet access fee per month	\$ 130.00	12										
per location		13	\$ 20,260.00									
Samsung Tablets/PADS	\$ 350.00	7	\$ 2,450.00									
Sub Totals			\$ 539,768.42			\$ 31,530.00			\$ 11,625.00			\$ 13,375.00
Grand Total of Proposal												\$ 593,768.42

Exhibit B-8 Amendment #1
Hearing Interpretation

	July 1, 2018 to June 30, 2019 SERVICE TYPE:	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Travel Hours \$00.00	Travel Reimbursement Rate \$ 0.00	Billable Mileage 0.00	Total Cost of Travel \$0.00
1)	In-Person Interpretation * Based according to NH DOE authorized rates and include administrative overhead				** Define emergencies: Requests made in less than 24 hours			*** Define travel rates: Travel time is portal to portal and covered in hourly fee for service rate			*** Define travel reimbursement: Travel Reimbursement is based on the federal rate		
a)	American Sign Language (ASL) Interpretation	\$ 73.00	450	\$ 32,850.00	\$ 63.00	20	\$ 1,260.00	Included			\$ 0.535	10,000	\$ 5,350.00
	English to Foreign Language (if 2 interpreters required for all of the above, each will be charged separately)	\$ 100.00	40	\$ 4,000.00	\$ 170.00	2	\$ 340.00	Included			\$ 0.535	300	\$ 160.50
b)	CAN/ASL Dual Interpretation (CDD)	\$ 65.00	100	\$ 6,500.00	\$ 110.00	5	\$ 550.00	Included			\$ 0.535	5000	\$ 2,642.50
c)	Deaf Interpretation/Translation	\$ 73.00	10	\$ 730.00	\$ 83.00	5	\$ 415.00	Included			\$ 0.535	1000	\$ 535.00
d)	Deaf/ASL/English Interpretation	\$ 73.00	10	\$ 730.00	\$ 83.00	5	\$ 415.00	Included			\$ 0.535	1000	\$ 535.00
e)	Conrad Speech Interpretation	\$ 73.00	10	\$ 730.00	\$ 83.00	5	\$ 415.00	Included			\$ 0.535	1000	\$ 535.00
2)	CART Services (2-hour minimum) Projector for CART	\$ 140.00 \$ 45.00	40 10	\$ 5,600.00 \$ 450.00	N/A N/A			\$ 70.00	10	\$ 700.00	\$ 0.535	2000	\$ 2,140.00
3)	Video Remote Interpretation (VRI)												
	ASL \$3.00 / minute	\$ 3.00	1000	\$ 3,000.00	N/A			N/A			N/A		
	Internet access fee per month	\$ 130.00	12	\$ 1,560.00	N/A			N/A			N/A		
	per location		13	\$ 20,280.00	N/A			N/A			N/A		
	Samsung Tablets/Aspeks	\$ 350.00	7	\$ 2,450.00	N/A			N/A			N/A		
4)	Services for individuals with cognitive/behavioral/psychiatric issues												
	English to Foreign Language	\$ 45.00	15	\$ 675.00	\$ 65.00	2	\$ 130.00	\$ 35.00	5	\$ 175.00	\$ 0.535	200	\$ 107.00
	English to Foreign Language	\$ 65.00	5	\$ 325.00	\$ 65.00	2	\$ 130.00	\$ 35.00	5	\$ 175.00	\$ 0.535	200	\$ 107.00
	Sub Totals			\$ 60,640.00			\$ 4,345.00			\$ 1,050.00			\$ 12,412.00
	Grand Total of Proposal												\$ 88,447.00



34 PB

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
OFFICE OF MINORITY HEALTH & REFUGEE AFFAIRS

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857
 603-271-3986 1-800-652-3345 Ext. 3986
 Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

June 9, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into an agreement with Ascentria Community Services, Inc. (Vendor #161459), 14 East Worcester Street, Suite 300, Worcester, Massachusetts, to provide communication access services, statewide, in an amount not to exceed \$1,257,722, effective upon Governor and Executive Council approval through June 30, 2017. 74% Federal Funds / 26% General Funds.

Funds are anticipated to be available in State Fiscal Years 2016 and 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-45-4500010-6127000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	\$549,651
SFY 2016	102-500731	Contracts for Prog Svc	\$79,210
SFY 2017	102-500731	Contracts for Prog Svc	\$549,651
SFY 2017	102-500731	Contracts for Prog Svc	\$79,210
			\$1,257,722

EXPLANATION

This purpose of this request is for the provision of statewide Communication Access Services to assure meaningful access to all persons who do business with the Department who may not speak English, have Limited English Proficiency, who are Deaf or who have Hearing Loss. Communication Access Services ensure that the Department will be in compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Additionally, State laws (RSA 521-A and RSA 354-A) require that an interpreter be provided, when necessary, to ensure effective communication for individuals who are deaf or have hearing loss.

The Vendor will provide spoken language interpretation and translation services to current and potential customers of the department including the public who attend Department-sponsored public forums and receive public broadcasts. Additionally, the vendor will provide services that include American Sign Language, Certified Deaf Interpreters, Oral Interpreters, Deaf-Blind Tactile Interpreters, Cued Speech Interpreters and Communication Access Real-Time Service in order to ensure a uniform and comprehensive approach for individuals to experience meaningful access to Department information.

Services will be available in multiple locations and modalities to current and potential customers of the Department as well as the public who attend Department-sponsored public forums and/or receiving Department public broadcasts and emergency communications.

The Department published two Requests for Proposals seeking communication access services. RFP 16-DHHS-OHS-OMHRA-01, DHHS Communication Access Services: Spoken Language Interpretation and Translation Services, was published on February 6, 2015. One proposal was received in response to the Request for Proposals. The proposal was evaluated and scored by individuals who represented Department-wide services. Ascentria Community Services, Inc. was selected as the vendor to provide spoken language interpretation and translation services. The bid sheet is attached.

RFP 16-DHHS-OHS-OMHRA-02, DHHS Communication Access Services: ASL, CART and Other Services for Individuals with Deafness and Hearing Loss, was published on February 6, 2015. Two (2) proposals were received in response to the Request for Proposals. The proposals were evaluated and scored by individuals who represented Department-wide services. Ascentria Community Services, Inc. was selected as the vendor to provide communication access services for the Deaf and hard of hearing community. The bid sheet is attached.

Ascentria Community Services, Inc. will provide services that are understandable and respectful in a responsive manner to individuals with diverse cultural health beliefs and practices in their preferred language by preferred interpreters. The vendor has demonstrated their ability to respond to urgent needs for communication access across the Department. Further, the vendor will collaborate with the Department to ensure forms and documents received in languages other than English can be translated in a timely manner to ensure continuity of services.

Because communication access services are accessed by Department employees, statewide, renewal language in the contract includes the option to renew services for up to four (4) years subject to satisfactory provision of services, continued appropriation of funding and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, communication access services will be unavailable to individuals most in need of Department services who cannot speak English, have limited English proficiency, are Deaf or have hearing loss. Further, individuals may not be able to access valuable information available through public forums, conferences and/or events sponsored by the Department. Lastly, emergency communication bulletins may not reach those most in need of the emergency alerts. Lack of communication access services in the Department would result in some of our most vulnerable citizens becoming more vulnerable, which would negatively impact the citizens in the State of New Hampshire. Most importantly, lack of communication access services violates federal civil rights laws that require that communication assistance be provided for individuals who need it.

Area Served: Statewide

Source of Funds: 26% General; 74% Federal

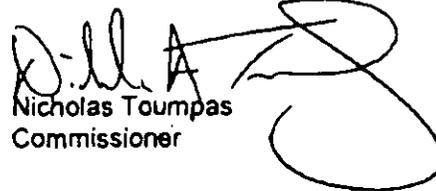
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 3 of 3

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

Sincerely,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas Toumpas
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Spoken Language Interpretation and
Translation Services

16-DHHS-OHS-OMHRA-01

RFP Name

RFP Number

Reviewer Names

Bidder Name

1.	Ascentria Community Services
2.	0
3.	0
4.	0
5.	0
6.	0
7.	0

Pass/Fail	Maximum Points	Actual Points
	290	258
	290	0
	290	0
	290	0
	290	0
	290	0
	290	0

1. Joan Marcoux, Program Specialist IV
2. Anaela Kruscica, Program Specialist III
3. Barbara Seebart, Program Specialist IV
4. Laura McGlashan, Program Specialist III
5. Deborah Robinson, Administrator III
6. Jennifer Jones, Administrator II
7. Trinidad Tellez, System Specialist
8. Philip J Nadeau, Administrator III
9. Mary Calise, Administrator IV
10. Donna Walker, Administrator III



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

ASL, CART and Other Communication
Access Services

16-DHHS-OHS-OMHRA-02

RFP Name

RFP Number

Reviewer Names

Bidder Name

	Bidder Name
1.	Ascentria Community Services
2.	Northeast Deaf & Hard of Hearing Services, Inc.
3.	0
4.	0
5.	0
6.	0
7.	0

Pass/Fail	Maximum Points	Actual Points
	290	245
	290	213
	290	0
	290	0
	290	0
	290	0
	290	0

1. Joan Marcoux, Program Specialist IV
2. Anela Kruscica, Program Specialist III
3. Barbara Seebart, Program Specialist IV
4. Laura McGlashan, Program Specialist III
5. Deborah Robinson, Administrator III
6. Jennifer Jones, Administrator II
7. Trinidad Tellez, System Specialist
8. Philip J Nadeau, Administrator III
9. Mary Calise, Administrator IV
10. Donna Walker, Administrator III

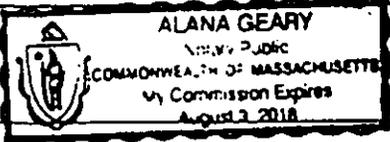
Subject: Communication Access Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 14 East Worcester Street, Suite 300 Worcester, MA 01604	
1.5 Contractor Phone Number (774) 243-3900	1.6 Account Number 05-95-45-450010-61270000 102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,257,722
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Dana Rain</i>		1.12 Name and Title of Contractor Signatory <i>Dana Rainich</i>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Worcester</u> On <u>6/10/15</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) <i>Alana Geary</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Alana Geary, Notary Public</i>			
1.14 State Agency Signature <i>William A. [Signature]</i>		1.15 Name and Title of State Agency Signatory <i>Nicholas A. Toumpas, Commissioner</i>	
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) By: <i>[Signature]</i> <i>Meagan A. [Signature]</i> On: <u>6/10/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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.

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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to *modify Service priorities and expenditure requirements* under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this contract, any references to days shall mean business days.
- 1.3. The Contractor shall provide meaningful access to all persons who do business with the Department who may not speak English or have Limited English Proficiency (LEP), are blind or are visually impaired (VI).
- 1.4. The Contractor shall provide a uniform and comprehensive approach for individuals to obtain the communication access services they need including:
 - 1.4.1. Current and potential customers of the Department interacting with a DHHS staff person;
 - 1.4.2. People seeking employment with the Department;
 - 1.4.3. Employees, to permit an employee to perform the essential functions of his/her job;
 - 1.4.4. The public attending DHHS-sponsored public forums (events, conferences, meetings, etc.); and
 - 1.4.5. The public receiving DHHS public broadcasts and emergency communications.
- 1.5. The Contractor shall:
 - 1.5.1. Provide spoken language Interpretation and written Translation Services for the Department statewide;
 - 1.5.2. Support the communication access services provided to the Department; and
 - 1.5.3. Work collaboratively with the Department to assure compliance with the federal Civil Rights Laws that require Communication Access, their implementing regulations, and guidance.

2. Services to Be Provide

2.1. Spoken Language Interpretation Services

- 2.1.1. The Contractor shall provide spoken language interpretation services statewide. The Contractor shall ensure interpretation services:



Exhibit A.1
Spoken Language, Interpretation and Translation Services

- 2.1.1.1. Are available in a variety of languages.
- 2.1.1.2. Are available twenty-four (24) hours a day, seven (7) days per week.
- 2.1.1.3. Are available in multiple settings including, but not limited to:
 - 2.1.1.3.1. District offices, satellite offices, institutions and various centralized locations throughout the State.
 - 2.1.1.3.2. In the field, such as in clients' homes.
 - 2.1.1.3.3. Public meeting venues.
- 2.1.2. The Contractor shall provide communication assistance through a variety of methods, including but not limited to:
 - 2.1.2.1. Face-to-face (FTF) in-person interpretation.
 - 2.1.2.2. Over-the-phone interpretation (OPI).
 - 2.1.2.3. Video Remote Interpretation (VRI).
- 2.1.3. The Contractor shall have capacity to provide interpretation services for scheduled appointments as well as walk-in service / immediate access.
- 2.1.4. The Contract shall provide site-specific dedicated interpreters (Block) stationed at high-volume District Offices for scheduled blocks of time during regular work hours.
- 2.1.5. The Contractor shall maintain a pool of qualified spoken language interpreters who:
 - 2.1.5.1. Demonstrate linguistic competency and proficiency in both English and another language, along with sensitivity to the culture of individuals needing communication assistance with the demonstrated ability to accurately relay information in both languages, fluently.
 - 2.1.5.2. Have completed a minimum of sixty (60) hours of a certified interpretation training program and, where possible, completed either Medical Interpretation and/or Legal Interpreter certificate training.
 - 2.1.5.3. Understand interpreter ethics and client confidentiality needs and abide by the medical/legal interpreter professional code of conduct.
 - 2.1.5.4. Have passed a NH criminal background check, and, when applicable, the State Adult Protective Services Registry (see RSA 161-F:49 Registry, VII), and the Central Registry (regarding child abuse and neglect) (Vendor bears these costs; they can be built into proposed budget.)



Exhibit A.1
Spoken Language, Interpretation and Translation Services

2.2. Site Specific Dedicated Interpreters

- 2.2.1. The Contractor shall collaborate with Department staff to ensure interpreters' time is maximized by providing bi-lingual support services when direct face-to-face interpretation services are not needed, including but not limited to:
- 2.2.1.1. Placing phone calls on behalf of DHHS staff.
 - 2.2.1.2. Interpreting telephone messages received on-site and at other locations.
 - 2.2.1.3. Reading and interpreting written materials for Department staff.
 - 2.2.1.4. Translating written materials (if the interpreter is also a qualified translator).
- 2.2.2. The Contractor shall ensure detailed records of all communication assistance services provided on behalf of the Department are available for quality assurance and utilization review. The Contractor shall complete Department-provided electronic tracking templates that identify the program area served and the service modality for each client interaction by interpreter/language and location, including but not limited to:
- 2.2.2.1. Scheduled appointments;
 - 2.2.2.2. Walk-in assistance;
 - 2.2.2.3. Telephone assistance;
 - 2.2.2.4. Translations of written documents.
- 2.2.3. The Contractor shall ensure that any foreseeable interpreter absences are coordinated with the Department, and that alternative interpreters are made available for the given period.
- 2.2.4. The Contractor shall cooperate with periodic reassessments of on-site interpretation needs every six (6) months. The Contractor shall:
- 2.2.4.1. Ensure staff are available to work at other locations on a short term basis, as requested by the Department, when:
 - 2.2.4.1.1. The volume of interpretation needs within the specified district office is not sufficient to warrant the specified full-time equivalents.
 - 2.2.4.1.2. A short-term need arises at a different location.
 - 2.2.4.2. Receive a thirty (30) day written advance notice should the need to reallocate language and interpreter services arise.



Exhibit A.1
Spoken Language, Interpretation and Translation Services

2.2.5. The Contractor shall provide up to ninety (90) Block-Scheduled hours per week for the period of July 1, 2015 through December 30, 2015 across three District Offices is as follows:

	Manchester DO	Southern DO	Concord DO
Spanish	20 hours	20 hours	-
Nepali	8 hours	-	-
Somali	12	-	-
Kinyarwanda	-	-	12.5

2.3. Translation Services

2.3.1. The Contractor shall translate written materials, as requested, from English to other languages, including, but not limited to:

- 2.3.1.1. Forms.
- 2.3.1.2. Brochures.
- 2.3.1.3. Documents.

2.3.2. The Contractor shall translate eligibility materials submitted by applicants and clients from other languages to English so that Department staff are able to appropriately evaluate the non-English written documentation submitted by individuals.

2.4. Other Mandated Services

2.4.1. The Contractor shall provide effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

2.4.2. The Contractor shall respond to unplanned, urgent needs for communication access with less than forty-eight (48) hours advance notice.

2.4.3. The Contractor shall work collaboratively with Department staff to learn the variety of services available in order for vendor staff to be able to describe these services to clients/applicants.

2.4.4. The Contractor shall train Department staff on the variety of communication access services available through this contract as well as the specific processes and procedures used for accessing services.

2.4.5. The Contractor shall update and provide a current list of available interpreters and translators.

2.4.6. The Contractor shall support communication access services provided to the Department, including but not limited to:



Exhibit A.1
Spoken Language, Interpretation and Translation Services

- 2.4.6.1. Creating or updating informational materials, language identification cards and instructions.
- 2.4.6.2. Providing a single point of contact individual responsible for all services in this contract who is able to address all questions and concerns, as needed.
- 2.4.7. The Contractor shall work closely and collaboratively with Department staff to assure communication access needs are being met effectively by:
 - 2.4.7.1. Performing quality assurance activities.
 - 2.4.7.2. Participating in the DHHS Communication Access Work Group, comprised of cross Department representatives as well as external stakeholders.
 - 2.4.7.3. Developing and providing regular data and reports that indicate trends and needs of services provided, statewide.
 - 2.4.7.4. Responding to annual assessments and feedback from divisions within the Department to meet communication needs statewide.
 - 2.4.7.5. Modifying the proposed service delivery model in response to these inputs, as needed, to assure continuous quality improvement.
- 2.4.8. The Contractor shall provide a centralized appointment scheduling system, which is accessed via a secured web-portal. The Contractor shall maintain and preserve electronic retrievable individual records relating to each individual served and every service encounter or transaction provided by this contractor, preferably linked to the centralized appointment scheduling system, to permit analysis of utilization by both the Contractor and the Department. The contractor shall provide the Department authorized users with free access to the web-portal and database for scheduling, and access for the Department to a variety of reporting tools.
- 2.4.9. The Contractor shall ensure that the web-portal and database is a secured website that ensures the privacy rights of individuals served. All information must be maintained in accordance with standards for confidentiality of all participant information that is acquired by any means.

3. Performance Expectations and Reporting

- 3.1. The Contractor shall provide the Department with data, information, and reports in order to monitor communication access service utilization, compliance with contract requirements, and contract performance measures, as needed. The Contractor shall ensure data, information and reports include but are not limited to:



Exhibit A.1
Spoken Language, Interpretation and Translation Services

- 3.1.1. The type, frequency and duration of communication assistance provided to different audiences based on the unit of encounters and/or individuals.
- 3.2. The Contractor shall report any client concerns or complaints to the Department within 3 business days. The vendor shall notify the Department immediately if any client scheduling issues or conflicts arise, and work to find a mutually agreeable solution.
- 3.3. The Contractor shall submit progress reports to DHHS on a quarterly basis in a Department approved format and shall include, but not be limited to:
- 3.3.1. A summary project outcomes.
 - 3.3.2. Benchmarks reached.
 - 3.3.3. Barriers to reaching benchmarks.
 - 3.3.4. Solutions to barriers experienced in the previous quarter, which shall include but not be limited to proposed changes to services or work processes for Department approval.
- 3.4. The Contractor shall work collaboratively with the Department to finalize the required performance measures and methodology. At a minimum, the Contractor's delivered services must achieve the following outcomes, which shall be reported every 6 months:
- 3.4.1. **Individuals served feel their communication access needs were met as evidenced by 85% of individuals surveyed report they are satisfied with the interpreting services. (The contractor must survey 50% of the individuals served within the reporting period, proportional to the language/population served.)**
 - 3.4.2. **DHHS staff feel they are able to appropriately serve individuals with communication access needs as evidenced by 85% of staff surveyed report that the contractor appropriately delivered services. (The contractor must survey 20% of DHHS staff utilizing the service within the reporting period.)**
 - 3.4.3. **DHHS staff have the translated written materials they need in order to serve clients effectively as evidenced by staff who submit document translation requests receive back the translated materials in the target language within fourteen (14) calendar days, 90% of the time.**
 - 3.4.4. **Communication Access service capacity is consistently maintained as evidenced by 100% of DHHS' submitted interpretation/communication access requests are fulfilled, or a mutually agreeable alternative is provided by the selected vendor.**
- 3.5. The Contractor shall provide updates and report on their progress towards meeting performance measures, and overall program goals and objectives at in-



Exhibit A.1
Spoken Language, Interpretation and Translation Services

person monthly meetings for the first 6 months of the project period and quarterly meetings with monthly telephone check-ins and e-mails, as needed, thereafter.

DW2

6.1.15



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this contract, any references to days shall mean business days.
- 1.3. The Contractor shall provide meaningful access to all persons who do business with the Department who are Deaf or who have Hearing Loss.
- 1.4. The Contractor shall provide a uniform and comprehensive approach for individuals to obtain the communication access services they need including:
 - 1.4.1. Current and potential customers of the Department interacting with a DHHS staff person;
 - 1.4.2. People seeking employment with the Department;
 - 1.4.3. Employees, to permit an employee to perform the essential functions of his/her job;
 - 1.4.4. The public attending DHHS-sponsored public forums (events, conferences, meetings, etc.); and
 - 1.4.5. The public receiving DHHS public broadcasts and emergency communications.
- 1.5. The Contractor shall:
 - 1.5.1. Provide the following communication access services for the Department statewide:
 - 1.5.1.1. American Sign Language (ASL);
 - 1.5.1.2. Certified Deaf Interpretation (CDI);
 - 1.5.1.3. Oral Interpretation;
 - 1.5.1.4. Tactile Interpretation (for the Deaf/blind);
 - 1.5.1.5. Cued Speech Interpretation; and
 - 1.5.1.6. Communication Access Real Time (CART) Services.
 - 1.5.2. Support the communication access services provided to the Department; and
 - 1.5.3. Work collaboratively with the Department to assure compliance with the federal Civil Rights Laws that require Communication Access, their implementing regulations, and guidance.

2. Services to Be Provide

2.1. Communication Access Services



Exhibit A.2

ASL, CART and Other Services for Individuals with Deafness and Hearing Loss

- 2.1.1. The Contractor shall provide communication access services statewide. The Contractor shall ensure communication access services:
 - 2.1.1.1. Include, but are not limited to:
 - 2.1.1.1.1. American Sign Language (ASL) Interpreters;
 - 2.1.1.1.2. Certified Deaf Interpreters (CDI);
 - 2.1.1.1.3. Oral Interpreters;
 - 2.1.1.1.4. Deaf-Blind Tactile Interpreters;
 - 2.1.1.1.5. Cued Speech Interpreters; and
 - 2.1.1.1.6. Communication Access Real-Time (CART) Services
 - 2.1.1.2. Are available twenty-four (24) hours a day, seven (7) days per week.
 - 2.1.1.3. Are available in multiple settings including, but not limited to:
 - 2.1.1.3.1. District offices, satellite offices, institutions and various centralized locations throughout the State.
 - 2.1.1.3.2. In the field, such as in clients' homes.
 - 2.1.1.3.3. Public meeting venues.
 - 2.1.1.4. Allow individuals to have access to preferred interpreters, as available.
- 2.1.2. The Contractor shall provide communication assistance through a variety of methods, including but not limited to:
 - 2.1.2.1. Face-to-face (FTF) in-person interpretation.
 - 2.1.2.2. In-person CART Services.
 - 2.1.2.3. Remote CART Services
 - 2.1.2.4. Video Remote Interpretation (VRI) Services.
- 2.1.3. The Contractor shall have capacity to provide communication access services for scheduled appointments as well as walk-in service / immediate access.
- 2.1.4. The Contractor shall maintain a pool of qualified staff who are licensed by the NH Interpreter Licensure Board and approved under the NH Department of Education (DOE), under RSA 326-I who:
 - 2.1.4.1. Demonstrate linguistic competency and proficiency in both English and another language/modality, along with sensitivity to the culture of individuals needing communication assistance, and the demonstrated ability to accurately relay information in both languages or modalities fluently.
 - 2.1.4.2. Understand interpreter ethics and client confidentiality needs and abide by the professional code of conduct.
 - 2.1.4.3. Have passed a NH criminal background check, and, when applicable, the State Adult Protective Services Registry (see RSA



Exhibit A.2

ASL, CART and Other Services for Individuals with Deafness and Hearing Loss

161-F:49 Registry, VII), and the Central Registry (regarding child abuse and neglect) (Vendor bears these costs; they can be built into proposed budget.) Site Specific Dedicated Interpreters

2.2. Other Mandated Services

- 2.2.1. The Contractor shall provide effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.
- 2.2.2. The Contractor shall respond to unplanned, urgent needs for communication access with less than forty-eight (48) hours advance notice.
- 2.2.3. The Contractor shall work collaboratively with Department staff to learn the variety of services available in order for vendor staff to be able to describe these services to clients/applicants.
- 2.2.4. The Contractor shall train Department staff on the variety of communication access services available through this contract as well as the specific processes and procedures used for accessing services.
- 2.2.5. The Contractor shall update and provide a current list of available interpreters /communication access staff to the Department on a quarterly basis.
- 2.2.6. The Contractor shall support communication access services provided to the Department, including but not limited to:
 - 2.2.6.1. Creating or updating informational communication identification cards and instructions.
 - 2.2.6.2. Providing a single point of contact individual responsible for all services in this contract who is able to address all questions and concerns, as needed.
- 2.2.7. The Contractor shall work closely and collaboratively with Department staff to assure communication access needs are being met effectively by:
 - 2.2.7.1. Performing quality assurance activities.
 - 2.2.7.2. Participating in the DHHS Communication Access Work Group comprised of cross Department representatives as well as external stakeholders.
 - 2.2.7.3. Developing and providing regular data and reports that indicate trends and needs of services provided, statewide.
 - 2.2.7.4. Responding to annual assessments and feedback from divisions within the Department to meet communication needs statewide.
 - 2.2.7.5. Modifying the proposed service delivery model in response to these inputs, as needed, to assure continuous quality improvement.
- 2.2.8. The Contractor shall provide a centralized appointment scheduling system, which is accessed via a secured web-portal. The Contractor shall maintain and preserve electronic retrievable individual records relating to each individual



Exhibit A.2

ASL, CART and Other Services for Individuals with Deafness and Hearing Loss

served and every service encounter or transaction provided by this contractor, preferably linked to the centralized appointment scheduling system, to permit analysis of utilization by both the Contractor and the Department. The contractor shall provide the Department authorized users with free access to the web-portal and database for scheduling, and access for the Department to a variety of reporting tools.

- 2.2.9. The Contractor shall ensure that the web-portal and database is a secured website that ensures the privacy rights of individuals served. All information must be maintained in accordance with standards for confidentiality of all participant information that is acquired by any means.

3. Performance Expectations and Reporting

- 3.1. The Contractor shall provide the Department with data, information, and reports in order to monitor communication access service utilization, compliance with contract requirements, and contract performance measures, as needed. The Contractor shall ensure data, information and reports include but are not limited to:

3.1.1. The type, frequency and duration of communication assistance provided to different audiences based on the unit of encounters and/or individuals.

- 3.2. The Contractor shall report any client concerns or complaints to the Department within 3 business days. The vendor shall notify the Department immediately if any client scheduling issues or conflicts arise, and work to find a mutually agreeable solution.

- 3.3. The Contractor shall submit progress reports to DHHS on a quarterly basis in a Department approved format and shall include, but not be limited to:

3.3.1. A summary of project outcomes.

3.3.2. Benchmarks reached.

3.3.3. Barriers to reaching benchmarks.

3.3.4. Solutions to barriers experienced in the previous quarter, which shall include but not be limited to proposed changes to services or work processes for Department approval.

- 3.4. The Contractor shall work collaboratively with the Department to finalize the required performance measures and methodology. At a minimum, the Contractor's delivered services must achieve the following outcomes, which shall be reported every 6 months:

3.4.1. Individuals served feel their communication access needs were met as evidenced by 85% of individuals surveyed report they are satisfied with the interpreting services. (The contractor must survey 50% of the individuals served within the reporting period, proportional to the language/population served.)

3.4.2. DHHS staff feel they are able to appropriately serve individuals with communication access needs as evidenced by 85% of staff surveyed report that the contractor appropriately delivered services. (The contractor must survey 20% of DHHS staff utilizing the service within the reporting period.)



Exhibit A.2

ASL, CART and Other Services for Individuals with Deafness and Hearing Loss

- 3.4.3. DHHS staff have the translated written materials they need in order to serve clients effectively as evidenced by staff who submit document translation requests receive back the translated materials in the target language within fourteen (14) calendar days, 90% of the time.
- 3.4.4. Communication Access service capacity is consistently maintained as evidenced by 100% of DHHS' submitted interpretation/communication access requests are fulfilled, or a mutually agreeable alternative is provided by the selected vendor.
- 3.5. The Contractor shall provide updates and report on their progress towards meeting performance measures, and overall program goals and objectives at in-person monthly meetings for the first 6 months of the project period and quarterly meetings with monthly telephone check-ins and e-mails, as needed, thereafter.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>):
 - 2.1. #93.044 - Department of Health and Human Services, Administration for Community Living A-Formula Grants, Older Americans Act
 - 2.2. #93.659 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Adoption Opportunities
 - 2.3. #93.658 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, B-Project Grants, Foster Care
 - 2.4. #93.563 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Child Support Enforcement
 - 2.5. #93.778 - Department of Health & Human Services, Centers for Medicare and Medicaid Services, A- Formula Grants, Medical Assistance Program
 - 2.6. #93.667 - Department of Health & Human Services, Administration for Children and Families. A- Formula Grants, Social Services Block Grant.
 - 2.7. #93.767 - Department of Health & Human Services, Centers for Medicare and Medicaid Services, A- Formula Grants, B - Project Grants; Children's Health Insurance Program.
 - 2.8. #93.558 - Department of Health & Human Services, Administration for Children and Families; A- Formula Grants, L- Dissemination of Technical Information; Temporary Assistance to Needy Families.
 - 2.9. #10.561 - Department of Agriculture Food and Nutrition Service; A - Formula Grants; State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
3. The Contractor shall use and apply all contract funds for allowable direct and indirect costs to provide services in Exhibit A1 and Exhibit A2, in accordance with Exhibit B-1 through Exhibit B-4.
4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
5. Payment for said services shall be made as follows:
 - 5.1. The Contractor will submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for:
 - 5.1.1. Authorized expenses incurred in the prior month.
 - 5.1.2. The units of services provided, in accordance with Exhibit A1 and Exhibit A2 which shall be paid on a fee-for-service basis the rates specified in Exhibit B-1 through Exhibit B-4.



Exhibit B

-
- 5.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 5.3. The invoice must be submitted by mail or e-mail to:
- Ken Merrifield, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- E-mail: Kenneth.merrifield@dhhs.state.nh.us
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

SFY01 0-12 as of Service Form
 Spanish Language
 COMPLETLY and AFTER FOR EACH SUBJECT FISCAL YEAR

Line Item	SFY01 0-12 as of Service Form			SFY01 0-12 as of Service Form			SFY01 0-12 as of Service Form			SFY01 0-12 as of Service Form		
	Pay to Service Agency	Pay to State	Pay to Other	Pay to Service Agency	Pay to State	Pay to Other	Pay to Service Agency	Pay to State	Pay to Other	Pay to Service Agency	Pay to State	Pay to Other
0100 - Personnel	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
0200 - Materials	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
0300 - Travel	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000
0400 - Contractual	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
0500 - Information	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
0600 - Other	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000
Total for Spanish Language Services	1649,000.00	1649,000.00	1649,000.00									

DWR
 6.1.15

Exhibit B-4 Fee for Service Form
Deaf and Hard of Hearing
COMPLETE ONE FORM FOR EACH BUDGET PERIOD

Line	Item Description	Fee for Service Rate \$0.00	Units Provided \$0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Services Units Provided \$0.00	Total Cost of Service	Fee for Service Rate \$0.00	Service Period to Period Hours \$0.00	Total Cost of Service	Travel Reimbursement Rate \$0.00	Estimated Mileage \$0.00	Total Cost of Travel \$0.00
13	Administrative Expenses												
14	Office Rent (Excludes GST)	70.00	200	14,000.00	0.00	0	0.00	0.00	0	0.00	0.175	70,000	12,250.00
15	Telephone (Excludes GST)	100.00	50	5,000.00	1.00	50	50.00	0.00	0	0.00	0.175	300	52.50
16	Supplies (Excludes GST)	50.00	50	2,500.00	1.00	50	50.00	0.00	0	0.00	0.175	300	52.50
17	Printing (Excludes GST)	70.00	10	700.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
18	Postage (Excludes GST)	70.00	10	700.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
19	Travel (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
20	Professional Fees (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
21	Contractual Services (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
22	Utilities (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
23	Insurance (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
24	Depreciation (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
25	Contingency (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
26	Other (Excludes GST)	100.00	10	1,000.00	1.00	10	10.00	0.00	0	0.00	0.175	300	52.50
27	Sub Totals			18,000.00			18,000.00			1,400.00			245.00
28	Total for Deaf & Hard of Hearing Services			\$ 78,210.00									

Contractor Initials *DWR*
 Date: 6.1.15



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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. **Documentation:** 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. **Fair Hearings:** 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. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
 - 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** 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.
13. **Credits:** 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:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

Dur



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13186, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

DWR

6-1-15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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.
 - 10.3 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.
 - 10.4 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.
 - 10.5 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.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

DWD

6/1/95

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.

Contractor Name: Ascentria Community Services, Inc

6.1.15
Date

Dana Rain
Name: Dana Rainich
Title: EVP/COO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name: Ascendia Community Services, Inc.

6-1-15
Date

Dana Rain
Name: Dana Rain
Title: EVP/COO



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 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.

Contractor Name: Ascentria Community Services, Inc.

6-1-15
Date

Dana Ramin
Name: Dana Ramin
Title: EVP / COO



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

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

Contractor 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

Contractor Initials

Dmr

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

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

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

Contractor Name: Ascetria Community Services, Inc.

6.1.15
Date

Dana Paul
Name: Dana Paulich
Title: EVP/COO

Exhibit G

Contractor Initials

DMP

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Ascentria Community Services, Inc

6-1-15
Date

Dana Rait
Name: DANA RAIT
Title: EVP/COO



Exhibit I

HEALTH INSURANCE PORTABILITY 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

DWR

Date

6-1-15



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

DWR

6-1-15



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 (I). 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

DWR

6-1-15



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

DM

Date 6.1.15



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.

N. H.
The State

Essential Community Services, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Dave Rein
Signature of Authorized Representative

Nicholas A. Tompaz
Name of Authorized Representative

Dave Ramirez
Name of Authorized Representative

Commissioner
Title of Authorized Representative

EvP/COO
Title of Authorized Representative

6-9-15
Date

June 1, 2015
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: Ascentria Community Services, Inc.

6-1-15
Date

Diana Ramin
Name: Diana Ramin
Title: EO 1600

Contractor Initials DR
Date 6-1-15



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: 925 875 1211
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: _____