



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

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

December 30, 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, Division of Public Health Services, to amend an existing contract with Ascentria Community Services, Inc. (VC#222201), Concord, NH, to provide communication access to community partners to support COVID-19 services, by increasing the price limitation by \$550,000 from \$2,435,289 to \$2,985,289 with no change to the contract completion date of June 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 16, 2021, item #8.

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

**095-090-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE,
PH COVID-19 HEALTH DISPARITIES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Public Asst and Relief	TBD	\$0	\$550,000	\$550,000
			Subtotal	\$0	\$550,000	\$550,000

**05-95-042-422010-79210000 Health and Social Services, Dept. of Health and Human Svcs.,
HHS Human Services Div., Office of Health Equity, Minority Health/Refugee Affairs**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget

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

2022	102-500731	Contracts for Prog Svc	Various	\$811,763	\$0	\$811,763
2023	102-500731	Contracts for Prog Svc	Various	\$811,763	\$0	\$811,763
2024	102-500731	Contracts for Prog Svc	Various	\$811,763	\$0	\$811,763
			Subtotal	\$2,435,289	\$0	\$2,435,289
			Total	\$2,435,289	\$550,000	\$2,985,289

EXPLANATION

The purpose of this request is for the Contractor to provide communication access to community partners to support health equity work related to COVID-19 services. The Contractor will provide communication access services to community partners 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.

The Contractor will provide will services to individuals who are Deaf, who have Hearing Loss, who experience Speech Impairments, who may not speak English, have Limited English Proficiency (LEP), and Braille translation for individuals who are blind or who have low-vision. The population served includes residents statewide.

The community partners, which include non-profit organizations, municipalities, and health care providers, will contact the Department to request communication access for the purpose of COVID-19 services and to support health equity across the State. The Department will work with the Contractor and the community partner to ensure communication access is available.

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

- Individuals served feel their communication access needs were met as evidenced by 85% of responses reporting satisfaction.
- Department staff feel they are able to appropriately serve individuals with communication access needs as evidenced by 85% of Department staff survey returned responses reporting that the contractor appropriately delivered services.
- Department 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 95% of DHHS' submitted interpretation/communication access requests are fulfilled, or a mutually agreeable alternative is provided by the selected vendor.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request partners communication access services may be unavailable to individuals most in need of COVID-19 services who may

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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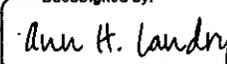
not speak English, have limited English proficiency, are deaf or have hearing loss. Further, individuals may not be able to access valuable information available through public forums, conferences, and/or events sponsored by the Department. Additionally,, emergency communication bulletins may not reach 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 Federal Funds: Assistance Listing Number #93.391, FAIN # NH75OT000031

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

Respectfully submitted,

DocuSigned by:

24BAB37EDBEB488...

Ann Landry
Associate Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

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 16, 2021, (Item # 8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,985,289
2. Modify Exhibit B, Scope of Services, Section 1 Statement of Work – General, by adding Subsection 1.11 to read:
1.11 The Contractor shall provide communication access as described in Sections 2 and 3 to community partners, as approved by the Department, for the purpose of supporting health equity work related to COVID-19 services. Community partners may include, but are not limited to:
 - 1.11.1 Not-for-profit organizations.
 - 1.11.2 Municipalities.
 - 1.11.3 Health care providers.
3. Modify Exhibit B, Scope of Services, Section 1 Statement of Work – General, by adding Subsection 1.12 to read:
1.12 The Contractor shall comply with all Department requirements, policies, and procedures relative to infection prevention, mitigation, and control to mitigate the risks of disease transmission prior to the commencement of services.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 23%, Federal Funds from various sources.
 - 1.2. 54% General funds.
 - 1.3. 23% Federal funds from from the New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021 by the Centers for Disease Control and Prevention, CFDA #93.391, FAIN NH75OT000031.

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

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

State of New Hampshire
Department of Health and Human Services

2/22/2022

Date

DocuSigned by:
Ann H. Landry
24BAB37E0BEB488...

Name: Ann H. Landry

Title: Associate Commissioner

Ascentria Community Services, Inc.

2/21/2022

Date

DocuSigned by:
Aimee Mitchell
A6B8CC3A777C49C...

Name: Aimee Mitchell

Title: Chief Community Services Officer

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

OFFICE OF THE ATTORNEY GENERAL

2/23/2022

Date

DocuSigned by:
Robyn Guarino
748734844941480

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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: 0005643928



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of January A.D. 2022.

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 May 25, 20 21, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Aimee Mitchell, Chief Community Services Officer (may list more than one person) is duly
(Name and Title of Contract Signatory)

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

State 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: January 31, 2022



Signature of Elected Officer

Name: Tara E. Browne

Title: Corporate Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2021

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: thousman@hayscompanies.com ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: National Fire & Marine Insurance Co</td> <td>20052</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance Compar</td> <td>92535</td> </tr> <tr> <td>INSURER D: The First Liberty Insurance Corporatio</td> <td>33588x</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire & Marine Insurance Co	20052	INSURER B: Philadelphia Indemnity Ins Co	18058	INSURER C: Philadelphia Indemnity Insurance Compar	92535	INSURER D: The First Liberty Insurance Corporatio	33588x	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Ascentria Care Alliance, Inc. 11 Shattuck St. Attn: Nicholas Russo Worcester MA 01605															

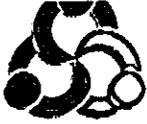
COVERAGES **CERTIFICATE NUMBER: 21-22 GL Auto UMB WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X		NSC101085	6/18/2021	6/18/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 200,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>Policy Aggregate</td><td style="text-align: right;">\$ 9,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000	Policy Aggregate	\$ 9,000,000
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2332413	10/1/2021	10/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____			PHUB787516	10/1/2021	10/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6-611-262252-011	10/1/2021	10/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
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A	Professional Liability			NSC101085	6/18/2021	6/18/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$3,000,000</td></tr> </table>	Each Occurrence	\$1,000,000	Aggregate	\$3,000,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

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

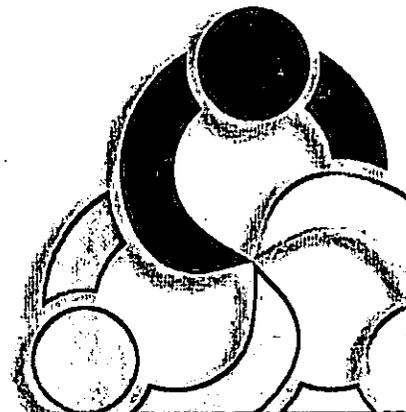
Mission statement:

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

Vision statement:

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

Empowering People. Strengthening Communities.



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

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019



CLAcconnect.com

**WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING**

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

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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.

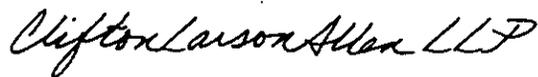
Board of Directors
Ascentria Community Services, Inc. and Subsidiary

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	101,892	104,742
Total Other Assets	<u>101,892</u>	<u>104,742</u>
Total Assets	<u><u>\$ 7,768,003</u></u>	<u><u>\$ 6,000,298</u></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

	2020	2019
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	38,795,098	36,797,212
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	38,682,214	37,599,934
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	10,349	(39,473)
CHANGE IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS	\$ 123,233	\$ (842,195)

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	-	(282,886)	(282,886)
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	-	(201,348)	(201,348)
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	<u>\$ 3,349,694</u>	<u>\$ 9,135,121</u>	<u>\$ 6,016,845</u>	<u>\$ 6,360,315</u>	<u>\$ 7,537,990</u>	<u>\$ 32,399,965</u>	<u>\$ 6,269,255</u>	<u>\$ 12,994</u>	<u>\$ 6,282,249</u>	<u>\$ 38,682,214</u>

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:

	2020	2019
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:

	2020	2019
Cash and Cash Equivalents	\$ 1,088,674	\$ -
Accounts Receivable, Net	4,618,979	3,868,580
Total Financial Assets	5,707,653	3,868,580
Donor-Imposed Restrictions	(84,844)	(84,842)
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
<i>Cash and Cash Equivalents</i>	42,309
Total Liabilities	307,808
Total Net Assets	516,267
<i>Without Donor Restrictions</i>	29,814
<i>With Donor Restrictions</i>	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.



Ascentria
CARE ALLIANCE

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.

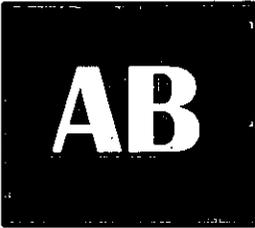
1996-1997 Brown and Root Service Company Bosnia

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



AB

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

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

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

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alen Omerbegovic	Business Dev. & Customer Scrv. 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

8
MAC



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

Lori A. Shiblette
Commissioner

Lori A. Weaver
Deputy 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 25, 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 contract with Ascentria Community Services, Inc. (VC# 222201), Concord, NH in the amount of \$ 2,435,289 for statewide communication access services, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through June 30, 2024. 28% Federal Funds. 72% General Funds.

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

05-95-042-422010-79210000 Health and Social Services, Dept. of Health and Human Svcs., HHS Human Services Div., Office of Health Equity, Minority Health/Refugee Affairs

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	Various	\$811,763
2023	102-500731	Contracts for Prog Svc	Various	\$811,763
2024	102-500731	Contracts for Prog Svc	Various	\$811,763
			Subtotal	\$2,435,289

EXPLANATION

The purpose of this request is for statewide communication access services for individuals who correspond with the Department who are deaf, have hearing loss, are blind, have low vision, speech impairments, do not speak English, or have Limited English Proficiency (LEP). In addition, this request is for communication access services for Department staff, to ensure employees of the Department can communicate with clients that correspond with the Department. This Department staff seeks services, that include, but are not limited to, telephone services, translation of written materials, and in-person services.

The Contractor will service individuals who are Deaf, who have Hearing Loss, who experience Speech Impairments, who may not speak English, have Limited English Proficiency

(LEP), and Braille translation for individuals who are blind or who have low-vision. The population served includes residents statewide.

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

- Individuals served feel their communication access needs were met as evidenced by 85% of responses reporting satisfaction.
- Department staff feel they are able to appropriately serve individuals with communication access needs as evidenced by 85% of Department staff survey returned responses reporting that the contractor appropriately delivered services.
- Department 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 95% of DHHS' submitted interpretation/communication access requests are fulfilled, or a mutually agreeable alternative is provided by the selected vendor.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/23/2020 through 2/2/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize 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: 28% Federal Funds, and 72% General Funds.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 25, 2021

Lori A. Shabinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shabinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Ascentria Community Services, Inc. (VC# 222201) as described below and referenced as DoIT No. 2021-072.

This is a request to enter into an agreement to provide DHHS with communication access services. The vendor will provide a centralized appointment scheduling system that is accessed via a secured web-portal for individuals who correspond with the Department and who are deaf, having hearing loss, are blind, have low vision, have speech impairments, do not speak English, and have Limited English Proficiency (LEP).

The amount of the contract is not to exceed \$2,435,289.00, and shall become effective upon the date of Governor and Executive Council approval through June 30, 2024.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a horizontal line extending to the right.

Denis Goulet

DG/kaf
DoIT #2021-072
RID: N/A

cc: Michael Williams, IT Manager, DoIT



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

Communication Access Services

RFP-2022-OCOM-01-COMMU

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	Points - Section 2.4	Actual Points
	775	660
Pass/Fail	Points - Section 2.5	Actual Points
	850	732

- 1. Anela Kruscica, Comm.Access Coordinator
- 2. Joan Marcoux, Program Spec. IV
- 3. Jennifer Jones, Admin.IV
- 4. Laura McGlashan, Program Spec.III
- 5. Robert Daigle, Busn. Admn.III
- 6.
- 7.
- 8.
- 9.

Subject: Communication Access Services (RFP-2022-OCOM-01-COMMU-01)

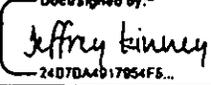
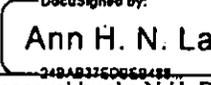
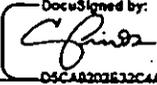
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 261 Sheep Davis Road, A1 Concord, NH 03301	
1.5 Contractor Phone Number (603) 410-3322	1.6 Account Number 05-95-042-422010-79210000	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$2,435,289
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  DocuSigned by: Jeffrey Kinney Date: 5/19/2021		1.12 Name and Title of Contractor Signatory Jeffrey Kinney Chief of Staff & External Relations	
1.13 State Agency Signature  DocuSigned by: Ann H. N. Landry Date: 5/21/2021		1.14 Name and Title of State Agency Signatory Ann H. N. Landry Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  DocuSigned by: _____ On: 5/25/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 5/19/2021



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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Communication Access Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Communication Access Services



EXHIBIT B

Scope of Services

1. Statement of Work – General

- 1.1. The Contractor shall provide a uniform and comprehensive approach for individuals to obtain the communication access services they need, including:
 - 1.1.1. Current and potential clients of the Department interacting with Department staff.
 - 1.1.2. Individuals seeking employment with the Department and those who work for the Department.
 - 1.1.3. Employees of the Department, to enable them to effectively communicate with clients, applicants for services, and members of the public.
 - 1.1.4. Members of the public attending Department sponsored public forums, such as events, conferences, and/or meetings.
 - 1.1.5. Members of the public receiving Department public broadcasts and emergency communications.
 - 1.1.6. Document translation.
- 1.2. The Contractor shall provide communication access services for individuals listed in Section 1.1, 365 days a year, 24 hours a day 7 days a week who correspond with the Department who:
 - 1.2.1. Are deaf.
 - 1.2.2. Have hearing loss.
 - 1.2.3. Are blind.
 - 1.2.4. Have low vision.
 - 1.2.5. Have speech impairments.
 - 1.2.6. Do not speak English.
 - 1.2.7. Have Limited English Proficiency (LEP).
- 1.3. The Contractor shall respond to unplanned, urgent needs for communication access within forty-eight (48) hours of receiving notice from the Department, which includes but is not limited to services needed for:
 - 1.3.1. Bureau of Elderly and Adult Services or Division for Children, Youth and Families protective cases.
 - 1.3.2. New Hampshire Hospital patients.
 - 1.3.3. Glenclyff home residents.
 - 1.3.4. Public-Health Emergencies.

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- 1.3.5. DHHS public broadcasts and emergency communications.
- 1.3.6. District Offices.
- 1.3.7. Philbrook Adult Transitional Housing.
- 1.3.8. John H. Sununu Youth Services Center.
- 1.4. Scheduling Appointments:
 - 1.4.1. The Contractor shall provide communication access services to the Department by providing:
 - 1.4.1.1. Scheduled appointments.
 - 1.4.1.2. Walk-in assistance.
 - 1.4.1.3. Telephone assistance.
 - 1.4.1.4. Translations of written documents.
 - 1.4.2. The Contractor shall work collaboratively with the Department to ensure compliance with the federal Civil Rights Laws Title VI, Civil Rights Act of 1964, Americans with Disability Acts of 1990, Section 504 Rehabilitation Act of 1973, and New Hampshire RSA: 521-A and 354-A.
 - 1.4.3. The Contractor shall:
 - 1.4.3.1. Ensure Customer Services Coordinators answer phones and take requests for communication access services during business hours and a 24/7 after-hours weekend answering service, to answer calls and assist with weekend emergencies. The Customer Services Coordinators shall obtain the following information, which includes but is not limited to:
 - 1.4.3.1.1. Names(s) and contact information for individual(s) attending the appointment.
 - 1.4.3.1.2. Effective and appropriate mode of communication requested.
 - 1.4.3.1.3. Requested interpreter, if applicable.
 - 1.4.3.2. Provide an American Sign Language (ASL) Coordinator during business hours and for the weekend answering services, to monitor the requests received for Deaf and Hard of Hearing Services.
 - 1.4.3.3. Communicate any inability to accommodate the request as soon as possible to the requesting individual, and provide other options to meet the requestor's need, including an alternative date for the service or a different modality of providing the service.

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- 1.4.3.4. Ensure that any foreseeable interpreter absences are coordinated with the Department, and that alternative interpreters are made available for the given period.
- 1.4.4. The Contractor shall provide a centralized appointment scheduling system that is accessed via a secured web-portal. The Contractor shall:
 - 1.4.4.1. Provide credentials to access the database to each person who will be requesting services.
 - 1.4.4.2. Assign the most appropriate available interpreter, and then send email confirmation to the requesting person. The Department will have the option to review the following information, which shall include but is not limited to:
 - 1.4.4.2.1. Interpreter name.
 - 1.4.4.2.2. Interpreter credentials, as available.
 - 1.4.4.2.3. Edit request.
 - 1.4.4.2.4. Cancel request.
 - 1.4.4.3. Maintain and preserve electronic retrievable individual records relating to each individual served, which includes but is not limited to:
 - 1.4.4.3.1. Client name.
 - 1.4.4.3.2. Client communication access preferences.
 - 1.4.4.3.3. Interpreter preferences.
 - 1.4.4.3.4. Instructions for interpreter preferences, particular arrangements or any other specialized instructions can also be noted on the request
 - 1.4.4.3.5. List of clients who have been served through previous Department service requests.
 - 1.4.4.4. Ensure the Department's Account Administrator for the platform is able to add/remove users and change user permission levels to increase self-service abilities within the platform.
 - 1.4.4.5. Ensure that the web-portal and database is a secured website that ensures the privacy rights of individuals served through this Agreement. The Contractor shall maintain all information in accordance with standards for confidentiality of all participant information that is acquired by any means. Access to confidential information pertaining to the Agreement and the individuals served through it are limited to only those staff that have a need to know in order to perform their job duties.

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- 1.4.4.6. Ensure every service encounter or transaction provided by this Agreement is linked to the centralized appointment scheduling system, to permit analysis of utilization by both the Contractor and the Department.
- 1.4.4.7. Provide the Department's authorized users with access to the web-portal, scheduling platform and database for scheduling, and access to a variety of reporting tools and trainings. The tools shall include, but is not limited to:
 - 1.4.4.7.1. Interpreter usage.
- 1.5. The Contractor shall utilize sixteen (16) iPads, paid for with funds from this Agreement, as referenced in Exhibit C-1, the iPads shall include the Contractor's translation software services. The Contractor shall ensure that the iPads are returned to the Department within thirty (30) business days of Agreement completion date, as referenced within the P-37, if an extension is needed the Contractor will make the Department aware. The iPads can only be used to support services as defined in this Agreement.
- 1.6. The Contractor agrees to the following terms regarding the ownership and use of the iPads, the Contractor shall:
 - 1.6.1. Ensure that the iPads are returned to the Department within thirty (30) business days of Agreement completion date, as referenced within the P-37, if an extension is needed the Contractor will make the Department aware. The iPads can only be used to support services as defined in this Agreement.
 - 1.6.2. Use of the iPad is a non-transferable right for the User to use the iPad.
 - 1.6.3. The Contractor shall maintain, manage an asset inventory and shall notify the Department if the iPad is damaged, lost or stolen.
 - 1.6.4. The Contractor agrees applications loaded onto the iPad will be restricted to software required for language interpretation. Email software or accessibility will not be permitted.
 - 1.6.5. In accordance with Exhibit K - Information Security Requirements, the Contractor acknowledges responsibility for maintaining security standards including but not limited to antivirus software, patching and software updates.
 - 1.6.6. The Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the iPad.
 - 1.6.7. Prior to returning the iPads the Contractor agrees to sanitize all data and non-factory issued software from said devices. The Contractor

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agrees to cleanse all data and using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST Special Publication 800-88 Rev.1, or later for guidelines at <https://csrc.nist.gov/publications/sp800>.

- 1.7. The Contractor shall notify the Department (the Department shall notify the Contractor) of cancellations of all in-person foreign language interpretation appointments within twenty-four (24) hours of the scheduled appointment. Payments by the Department when foreign language interpreter assignments are cancelled by the Contractor are as follows, including cancellations due to inclement weather:
 - 1.7.1. If an interpretation assignment is cancelled more than twenty-four (24) hours in advance, there will be no charge to the Department. This is also applicable to scheduled Over-the-phone interpretation (OPI) and Video Remote Interpretation;
 - 1.7.2. If an interpretation assignment is cancelled less than twenty-four (24) hours in advance, the entire block of time that was scheduled may be charged by the Contractor. This is also applicable to scheduled OPI and VRI; and
 - 1.7.3. For document translation requests that are cancelled by the Department after work has commenced, a fee based on the percentage of the services performed may be charged to the Department.
- 1.8. The Contractor shall notify the Department (the Department shall notify the Contractor) of cancellations of all in-person American Sign Language (ASL), Certified Deaf Interpreters (CDI), and Communication Access Real-Time (CART) Services (CART) interpretation appointments within forty-eight (48) hours of the scheduled appointment. Payments when ASL/CDI/CART interpreter assignments are cancelled are as follows, including cancellations due to inclement weather:
 - 1.8.1. If an interpretation assignment is cancelled more than forty-eight (48) hours in advance, there will be no charge to the Department. This is also applicable to scheduled VRI.; and
 - 1.8.2. If an interpretation assignment is cancelled less than forty-eight (48) hours in advance, the entire block of time that was scheduled will be charged, including travel time and mileage. Applicable to scheduled VRI.

1.9. Interpreter Qualifications:

- 1.9.1. The Contractor shall provide qualified staff who are licensed by the NH Interpreter Licensure Board and approved under the NH Department of 

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Education (DOE), under RSA 326-I, who:

- 1.9.1.1. 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.
- 1.9.1.2. Have completed a minimum of sixty (60) hours of a certified interpretation training program, including fifteen (15) hours with a language-specific coach, and have passed a series of aptitude tests including English and the target language proficiency tests.
- 1.9.1.3. Complete a sixty (60)-hour-training course certificate and pass an in-house medical interpreter skills test.
- 1.9.1.4. Have completed certification through a qualified interpreter certification board.
- 1.9.1.5. Complete at least two continuing education classes per year as well as mandatory annual employee training including the topics of HIPAA, infections disease, cultural competency, and sexual harassment.
- 1.9.1.6. Legal interpreters must be observed in a legal setting by the Quality Assurance Coordinator or other designated staff and have received a satisfactory score. They must also pass an in-house legal terminology test.
- 1.9.1.7. Understand interpreter ethics and client confidentiality needs and abide by the medical/legal interpreter professional code of conduct.
- 1.9.1.8. Have appropriate pre-employment immunizations and health screenings, including the tuberculosis test, COVID-19 Vaccination, if applicable and preferred 12 panel - drug screening.
- 1.9.1.9. Ensure that all qualified interpreters have full background checks including Criminal Offender Record Information (CORI), Sex Offender Registry Information (SORI), and monthly Office of Inspector General (OIG). Qualified interpreters must have passed a successful New Hampshire criminal background check prior to performing services under this Agreement.
- 1.9.1.10. Understand interpreter ethics and client confidentiality needs and abide by the professional code of conduct

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- 1.9.2. The Contractor shall ensure interpreters sign confidentiality agreement, as requested by the Department on an annual basis and submit to the Department.
- 1.9.3. The Contractor shall ensure each interpreter keeps detailed records of all communication assistance services provided on behalf of the Department for quality assurance and utilization review. The Contractor shall ensure the following information is tracked:
 - 1.9.3.1. Appointment start and end time.
 - 1.9.3.2. Interpreter's performance and appointment history.
 - 1.9.3.3. Confirmation for payment.
- 1.10. The Contractor shall work closely and collaboratively with Department staff to ensure that the Department's communication access needs are being met effectively, which includes but is not limited to the Contractor:
 - 1.10.1. Participating in the Department Communication Access Work Group, comprised of cross-Department representatives as well as external stakeholders.
 - 1.10.2. Developing and providing regular data and reports that indicate trends and needs of services provided, statewide.
 - 1.10.3. Responding to annual assessments and feedback from divisions within the Department to meet communication needs statewide.
 - 1.10.4. Modifying the proposed service delivery model in response to these inputs, as needed, to ensure continuous quality improvement.
 - 1.10.5. Working collaboratively with Department staff to learn the variety of services available in order for the Contractor's staff to effectively describe these services to clients/applicants.
 - 1.10.6. Teaching Department staff about the variety of communication access services available through this Agreement as well as the specific processes and procedures that will be used for accessing services.
 - 1.10.7. Updating and providing a current list of available interpreters and translators to the Department on a quarterly basis.
 - 1.10.8. Supporting communication access services provided to the Department. Support will include, but not is not limited to:
 - 1.10.8.1. Creating or updating informational materials, language identification cards, and instructions.
 - 1.10.8.2. Assigning a single point of contact who is responsible for coordination of all services, and is available to address all questions and concerns as they arise.

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- 1.10.9. The Contractor shall attend meetings with the Department every two (2) months, and shall provide updates and report on their progress towards meeting all performance measures and overall program objectives.
- 2. Statement of Work – Services for individuals who are Deaf or who have Hearing Loss, or for individuals who experience Speech Impairments**
- 2.1. The Contractor shall provide statewide communication access services to individuals who are deaf, have hearing loss, are blind, have low vision, or have speech impairments. Services shall be provided twenty-four (24) hours a day, seven (7) days per week. Services must include, but are not limited to:
- 2.1.1. American Sign Language (ASL) Interpreters;
 - 2.1.2. Certified Deaf Interpreters (CDI);
 - 2.1.3. Oral Interpreters;
 - 2.1.4. Deaf-Blind Tactile Interpreters;
 - 2.1.5. Cued Speech Interpreters;
 - 2.1.6. Communication Access Real-Time (CART) Services;
 - 2.1.7. Nepali Sign Language (NSL);
 - 2.1.8. Large Print; and
 - 2.1.9. ASL Sight Translation via video.
- 2.2. The Contractor shall ensure services are available in multiple settings, which include but are not limited to:
- 2.2.1. Department district offices, satellite offices, Department run institutions and various centralized locations throughout the State;
 - 2.2.2. In the community, such as in clients' homes; and
 - 2.2.3. Public meeting venues.
- 3. Statement of Work – Services for individuals who may not speak English or have Limited English Proficiency (LEP), Braille translation for individuals who are blind and services for individuals who have Low-Vision.**
- 3.1. The Contractor shall provide spoken language interpretation services statewide for individuals who are not English speaking or have LEP. In addition, the Contractor shall provide Braille translation services statewide for individuals who are blind, and services for individuals who have Low-Vision. The services must be available in a variety of languages twenty-four (24) hours a day, seven (7) days per week. The in-person language interpretation services shall include but are not limited to the following languages:

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- 3.1.1. Arabic
- 3.1.2. Albanian
- 3.1.3. Albanian (from Kosovo)
- 3.1.4. Amharic
- 3.1.5. Arabic
- 3.1.6. Bosnian
- 3.1.7. Burmese
- 3.1.8. Cambodian/Khmer
- 3.1.9. Chinese (Cantonese)
- 3.1.10. Chinese (Mandarin)
- 3.1.11. Croatian
- 3.1.12. Dari
- 3.1.13. Dzongkha (Bhutanese)
- 3.1.14. Farsi
- 3.1.15. French (Parisian)
- 3.1.16. French (Canadian)
- 3.1.17. Ga
- 3.1.18. German
- 3.1.19. Greek
- 3.1.20. Guam
- 3.1.21. Gujarati
- 3.1.22. Haitian Creole
- 3.1.23. Hindi
- 3.1.24. Indonesian
- 3.1.25. Italian
- 3.1.26. Japanese
- 3.1.27. Kikongo
- 3.1.28. Kinyarwanda/Kirundi
- 3.1.29. Korean
- 3.1.30. Krahn
- 3.1.31. Kurdish

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- 3.1.32. Liberian English
- 3.1.33. Lingala
- 3.1.34. Luganda
- 3.1.35. Maay
- 3.1.36. Malay
- 3.1.37. Malayalam
- 3.1.38. Moldovan
- 3.1.39. Nepali
- 3.1.40. Nepali Sign Language (NSL)
- 3.1.41. Polish
- 3.1.42. Portuguese
- 3.1.43. Punjabi
- 3.1.44. Rohingya
- 3.1.45. Romanian
- 3.1.46. Russian
- 3.1.47. Serbian
- 3.1.48. Somali
- 3.1.49. Southeast Asian
- 3.1.50. Spanish
- 3.1.51. Swahili
- 3.1.52. Tamil
- 3.1.53. Thai
- 3.1.54. Turkish
- 3.1.55. Twi
- 3.1.56. Ukrainian
- 3.1.57. Urdu
- 3.1.58. Vietnamese
- 3.1.59. Other languages upon request

3.2. The Contractor shall ensure interpretation services are available in multiple settings, which include but are not limited to:

3.2.1. District offices, satellite offices, institutions and various centralized

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- locations throughout the State.
- 3.2.2. In the Community, such as in clients' homes.
 - 3.2.3. Public meeting venues.
 - 3.3. The Contractor shall provide communication access aids, which shall include but is not limited to:
 - 3.3.1. Face-to-face (FTF) in-person interpretation.
 - 3.3.2. Over-the-phone interpretation (OPI).
 - 3.3.3. Video Remote Interpretation (VRI).
 - 3.4. The Contractor shall provide site-specific, dedicated interpreters stationed at high-volume District Offices for scheduled blocks of time during regular work hours, as described in Section 3.5.2.6. below.
 - 3.5. Site-Specific Dedicated Interpreters
 - 3.5.1. The Contractor shall provide up to ninety (90) hours per week of dedicated block-scheduled on-site interpreters, who must be stationed during regular work hours as identified in Section 3.5.2.6.
 - 3.5.2. The Contractor shall collaborate with Department staff to ensure the interpreter's time is of maximum benefit by providing bi-lingual support services when direct face-to-face interpretation services are not needed. Such support may include but is not limited to:
 - 3.5.2.1. Placing phone calls on behalf of Department staff.
 - 3.5.2.2. Interpreting telephone messages received on-site and at other locations.
 - 3.5.2.3. Reading and interpreting written materials for Department staff.
 - 3.5.2.4. Translating written materials (if the interpreter is also a qualified translator).
 - 3.5.2.5. The Department will conduct a periodic reassessment of on-site interpretation needs every six (6) months and reserves the right to change the allocation of languages and interpreter hours upon a thirty (30) day written advance notice to the Contractor. The Contractor shall ensure staff have the ability to work at other locations on a short-term basis, as requested by the Department, when the volume of interpretation needs within the specified district office is not sufficient to warrant the specified full-time equivalents or if a short-term need arises at a different location.

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3.5.2.6. The following is the anticipated allocation of the total of ninety (90) Block-scheduled hours per week for the period July 1, 2021 – June 30, 2023, across three (3) DOs:

	Manchester DO	Southern DO	Concord DO
Spanish	35 hours	35 hours	N/A
Swahili/Kirundi/Kinyarwanda	10	N/A	10

3.6. Translation Services

3.6.1. The Contractor shall translate written materials for the Department within 5-10 business days, unless otherwise requested by the Department, which include but are not limited to:

- 3.6.1.1. Forms.
- 3.6.1.2. Brochures.
- 3.6.1.3. Documents as requested, from English to other languages (including Braille).
- 3.6.1.4. Eligibility materials submitted by applicants and clients.
- 3.6.1.5. In the event of cancelation by the Department, the Contractor shall charge only for work that has already been completed.

3.6.2. The Contractor shall provide translation services for written materials as follows:

- 3.6.2.1. Source text is prepared for translation (if document is editable, translator works within the source file or within a Word file converted from the original, or document contents may be extracted into a bilingual two-column format);
- 3.6.2.2. Department staff can be consulted for answers to any terminology or format questions;
- 3.6.2.3. A translator translates the text;
- 3.6.2.4. Translated text is reviewed by an editor;
- 3.6.2.5. A second translator proofreads the translation if needed;
- 3.6.2.6. The first translator reviews/accepts/addresses any corrections;
- 3.6.2.7. Project management checks for basic errors (e.g., misspelling, number errors, omissions, awkward page breaks; character display) and ensures that everything is in order;

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- 3.6.2.8. If final document proofing is needed, Contractor graphics team places the text into its final format and the first translator reviews the final format to be sure text displays correctly; and
- 3.6.2.9. Project management delivers the project on time and according to Department expectations.

4. Scope of Services - Grievance & Appeals Process and Client Satisfaction Surveys

- 4.1. The Contractor shall ensure clients have the right to file a complaint or grievance and have such reports reviewed within three (3) days, unless the complaint directly impacts the health and wellness of the individual, in which case the complaint must be reviewed within twelve (12) hours. All report must be sent to the Department within twenty-four (24) hours of review.
- 4.2. The Contractor shall conduct client satisfaction surveys to measure customer satisfaction and provide them to the Department on a monthly basis, and as requested. The Contractor shall monitor the competency, confidentiality, and conduct of services by:
 - 4.2.1. Sending Department staff who work with interpreters an overall satisfaction survey via a mobile application upon the completion of the scheduled appointment
 - 4.2.2. Sending at minimum a monthly Survey Monkey survey to clients and customers to complete, which includes a statement that all responses will remain anonymous if the client selects this option.
 - 4.2.3. Providing the option to utilize a smiley face index survey, if needed.
 - 4.2.4. If the client request, providing the option to call clients on a minimum of once a month.
- 4.3. The Contractor shall report any client concerns or complaints to the Department within three (3) business days of receipt. The Contractor shall notify the Department immediately if any client scheduling issues or conflicts arise, and work to find a mutually agreeable solution. The Contractor shall:
 - 4.3.1. Monitor all surveys and ensure corrective measures are taken with interpreters and staff as necessary.
 - 4.3.2. Ensure concerns of a qualitative nature are handled by either the Contractor's Quality Assurance Coordinator or program management.
 - 4.3.3. Provide individuals with concerns/complaints with access to different levels of management if they feel their concerns/complaints are not being addressed.

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- 4.3.4. Ensure management investigates each complaint to determine if there are measures that can be taken to mitigate the reoccurrence of the unsatisfactory or unacceptable experience, within thirty (30) days of receipt of the complaint.
- 4.3.5. Report all concerns/complaints to the Department within three (3) business days of receipt and notify the Department immediately if client scheduling issues or conflicts arise.

5. Exhibits Incorporated

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

6. Reporting Requirements

- 6.1. The Contractor shall submit progress reports to the Department on a quarterly basis, and as requested by the Department. The report format will be provided to the Contractor after the effective date of Agreement. The report shall include, but is not limited to:
 - 6.1.1. Project outcomes.
 - 6.1.2. Benchmarks reached.
 - 6.1.3. Barriers to reaching benchmarks and solutions to barriers experienced in the previous quarter.
 - 6.1.4. Surveys completed.
 - 6.1.5. Service encounters or transaction provided by this Agreement.

7. Performance Measures

- 7.1. The Contractor shall achieve the following outcomes and be reported for every six (6) month period:
 - 7.1.1. Individuals served indicate their communication access needs were met as evidenced by eighty-five percent (85%) of individuals surveyed reporting they are satisfied with the interpreting services.
 - 7.1.2. Department staff report they are able to appropriately serve individuals with communication access needs as evidenced by eighty-five percent

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(85%) of staff surveyed reporting that the contractor appropriately delivered services.

- 7.1.3. Department staff have the translated written materials they need to serve clients effectively, as evidenced by staff receiving the requested translated materials in the target language within fourteen (14) calendar days, ninety percent (90%) of the time.
- 7.1.4. Communication access service capacity is consistently maintained as evidenced by ninety-five percent (95%) of Department's submitted interpretation/communication access being fulfilled directly, or through a mutually agreeable alternative provided by the Contractor.
- 7.1.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 7.2. The Contractor shall provide other key data and metrics to the Department, including client-level demographic, performance, and service data, as requested by the Department.
- 7.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

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

8.1.2. Credits and Copyright Ownership

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

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

8.1.5. The Department shall retain copyright ownership for any and all

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original materials produced, including, but not limited to:

- 8.1.5.1. Brochures.
- 8.1.5.2. Resource directories.
- 8.1.5.3. Protocols or guidelines.
- 8.1.5.4. Posters.
- 8.1.5.5. Reports:
- 8.1.6. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

9. Records

- 9.1. The Contractor shall keep records that include, but are not limited to:
 - 9.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 9.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 9.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Contract and/or survive the termination of the Agreement) 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.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 28%, Federal Funds
 - 1.2. 72% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-6, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. The Contractor shall provide backup documentation with each monthly invoice that includes, but is not limited to:
 - 5.1. General Ledger including all revenue and expenses for this contract.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Kellie.Esdale@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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



EXHIBIT C

9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
 - 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

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



EXHIBIT C

of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

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Exhibit C-1 Budget

July 1, 2021 - June 30, 2022 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 Portal to Portal Mileage 0.0	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				
a) American Sign Language (ASL) Interpretation:	\$ 84.00	452	\$ 37,968.00	\$ 105.00	63	\$ 6,615.00	Included		\$ 0.560	34,000	\$ 19,040.00	
English to Foreign Language	\$ 110.00	20	\$ 2,200.00	\$ 130.00	5	\$ 650.00	Included		\$ 0.560	500	\$ 280.00	
(If 2 interpreters required for all of the above, each will be charged separately)												
b) Certified Deaf Interpretation (CDI)	\$ 125.00	74	\$ 9,250.00	\$ 155.00	25	\$ 3,875.00	Included		\$ 0.560	6500	\$ 4,780.00	
c) Oral Interpretation/Transcription	\$ 84.00	10	\$ 840.00	\$ 105.00	10	\$ 1,050.00	Included		\$ 0.560	500	\$ 280.00	
d) Deaf-Blind Tactile Interpretation	\$ 90.00	10	\$ 900.00	\$ 120.00	10	\$ 1,200.00	Included		\$ 0.560	1000	\$ 560.00	
e) Signed Speech Interpretation	\$ 84.00	10	\$ 840.00	\$ 105.00	10	\$ 1,050.00	Included		\$ 0.560	500	\$ 280.00	
2) CART Services (1-hour minimum)	\$ 140.00	60	\$ 8,400.00	\$ 160.00	5	\$ 800.00	Included		\$ 0.560	6000	\$ 3,360.00	
Projector for CART	\$ 50.00	10	\$ 500.00	\$ 50.00	3	\$ 150.00	N/A		N/A			
3) Video Remote Interpretation (VRI)							N/A		N/A			
ASL 500X / minute	\$ 3.00	3200	\$ 9,600.00	N/A	0		N/A		N/A			
4) Services for Individuals who experience Speech Impairments	\$ 84.00	15	\$ 1,260.00	\$ 105.00	5	\$ 525.00	Included		\$ 0.560	1000	\$ 560.00	
English to Foreign Language	\$ 84.00	5	\$ 420.00	\$ 105.00	2	\$ 210.00	Included		\$ 0.560	250	\$ 140.00	
5) Other												
Internet access fee per month	\$ -	0		N/A	0	\$ -	N/A		N/A			
per location	\$ -	0		N/A	0	\$ -	N/A		N/A			
iPads/ Tablets	N/A											
Sub Totals			\$ 72,178.00			\$ 16,125.00					\$ 28,700.00	
Total for Deaf & Hard of Hearing Services			\$ 117,003.00									

Contractor Initials: 

Exhibit C-3 Budget

July 1, 2022 - June 30, 2023 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 Portal to Portal Mileage 0.0	Total Cost of Travel \$0.00
1). <u>In-Person Interpretation</u> * Billed according to NH DOE authorized rates and include administrative overhead.												
a). <u>American Sign Language (ASL) Interpretation:</u>	\$ 84.00	452	\$ 37,968.00	\$ 105.00	63	\$ 6,615.00	Included		\$ 0.560	34,000	\$ 19,040.00	
English to Foreign Language (if 2 interpreters required for all of the above, each will be charged separately)	\$ 110.00	20	\$ 2,200.00	\$ 130.00	5	\$ 650.00	Included		\$ 0.560	500	\$ 280.00	
b). <u>Certified Deaf Interpretation (CDI)</u>	\$ 125.00	74	\$ 9,250.00	\$ 155.00	25	\$ 3,875.00	Included		\$ 0.560	8500	\$ 4,760.00	
c). <u>Oral Interpretation/Transliteration</u>	\$ 84.00	10	\$ 840.00	\$ 105.00	10	\$ 1,050.00	Included		\$ 0.560	500	\$ 280.00	
d). <u>Deaf-Blind Tactile Interpretation</u>	\$ 90.00	10	\$ 900.00	\$ 120.00	10	\$ 1,200.00	Included		\$ 0.560	1000	\$ 560.00	
e). <u>Quoted Speech Interpretation</u>	\$ 84.00	10	\$ 840.00	\$ 105.00	10	\$ 1,050.00	Included		\$ 0.560	500	\$ 280.00	
2). <u>CART Services (3-hour minimum)</u>	\$ 140.00	60	\$ 8,400.00	\$ 160.00	5	\$ 800.00	Included		\$ 0.560	5000	\$ 2,800.00	
Projector for CART	\$ 50.00	10	\$ 500.00	\$ 50.00	3	\$ 150.00	N/A		N/A			
3). <u>Video Remote Interpretation (VRI)</u>												
ASL \$300 / minute	\$ 3.00	3200	\$ 9,600.00	N/A	0		N/A		N/A			
4). <u>Services for Individuals who experience Speech Impairments</u>	\$ 84.00	15	\$ 1,260.00	\$ 105.00	5	\$ 525.00	Included		\$ 0.560	1000	\$ 560.00	
English to Foreign Language	\$ 84.00	5	\$ 420.00	\$ 105.00	2	\$ 210.00	Included		\$ 0.560	250	\$ 140.00	
8). <u>Other</u>												
Internet access fee per month	\$ 0	0	\$ 0	N/A	0	\$ 0	N/A		N/A			
per location	\$ 0	0	\$ 0	N/A	0	\$ 0	N/A		N/A			
iPads/ Tablets	N/A											
Sub Totals			\$ 72,178.00			\$ 18,125.00					\$ 28,700.00	
Total for Deaf & Hard of Hearing Services			\$ 117,003.00									

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Contractor Initials: _____

5/19/2021
Date: _____

	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	Eligible Partial Hours 0.00	Total Cost of Travel Hours \$00.00	Travel Reimbursement Rate \$ 0.00	Eligible Partial Message 0.00	Total Cost of Travel \$0.00	
July 1, 2022 - June 30, 2023 SERVICE TYPE:													
5)	Spoken Foreign Language Interpretation												
6)	Foreign Language Interpretation* * Based on 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. ** Define emergencies: Requests made with less than a 24-hour notice *** Define travel reimbursement: Travel Reimbursement is based on the actual mileage. **** Define travel reimbursement: Travel Reimbursement is based on the actual mileage.												
	Foreign Language Interpretation*	\$ 60.00	2,875	\$ 172,500.00	\$ 78.00	130	\$ 10,260.00	Included			46,000	\$ 25,760.00	
	Confined Foreign Language Interpretation*	\$ 90.00	135	\$ 12,150.00	\$ 90.00	45	\$ 4,050.00	Included			2,350	\$ 1,310.00	
6)	Over-the-Phone Interpretation (OTI) (on demand)	\$ 1.30	160,190	\$ 208,247.00	N/A			N/A			N/A		
	Deleted charge	\$											
6)	Video Remote Interpretation (VRI) (on demand)	\$ 1.85	650	\$ 1,202.50	N/A			N/A			N/A		
6)	1-to-1 Specific Dialect Interpretation (Fluency)	\$ 49.00	4,680	\$ 229,320.00	N/A			N/A			N/A		
	Block Schedule - 3 seats for a minimum of 72 hrs of interpretation up to 60 hrs interpretation												
6)	Interpretation Services												
	Foreign Language to English:												
	Spanish, Portuguese Languages	\$ 0.18	10,000	\$ 1,800.00	N/A			N/A			N/A		
	Western European	\$ 0.25	2,230	\$ 557.50	N/A			N/A			N/A		
	Eastern European	\$ 0.30	248	\$ 74.40	N/A			N/A			N/A		
	Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.32	7,600	\$ 2,432.00	N/A			N/A			N/A		
	English to Foreign Languages:												
	Spanish, Portuguese Languages	\$ 0.16	33,000	\$ 5,280.00	N/A			N/A			N/A		
	Western European	\$ 0.22	19,878	\$ 4,373.16	N/A			N/A			N/A		
	Eastern European	\$ 0.30	3,600	\$ 1,080.00	N/A			N/A			N/A		
	Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.32	39,806	\$ 12,737.92	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	13,303	\$ 1,330.30	N/A			N/A			N/A		
	English to Braille	\$ 0.30	6,000	\$ 1,800.00	N/A			N/A			N/A		
	Proofreading / Editing	\$ 14.00	25	\$ 350.00	N/A			N/A			N/A		
7)	Services for individuals who have Low-Vision												
	Reading and reporting services	\$ 60.00	15	\$ 900.00	\$ 78.00	8	\$ 624.00	N/A			\$ 0.50	800	\$ 280.00
	Large Print (editing/formating) - hours	\$ 45	3	\$ 135.00	\$ 80.00	1	\$ 80.00	N/A			N/A		
	Large Print (per page)	\$ 11.00	75	\$ 825.00	\$ 16.00	1	\$ 16.00	N/A			N/A		
	This includes scheduled OPI and VRI services												
	Sub Totals			\$ 883,148			\$ 14,758.00					\$ 27,350.00	
	Total for Spoken Language Services												
												\$ 694,700	

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Exhibit C-5 Budget

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	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 Portal to Portal Mileage 0.0	Total Cost of Travel \$0.00
1) In-Person Interpretation * Billed 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			**** Define travel reimbursement: Travel Reimbursement is based on the federal		
a) American Sign Language (ASL) Interpretation	\$ 84.00	452	\$ 37,968.00	\$ 105.00	63	\$ 6,615.00	Included		\$ 0.560	34,000	\$ 19,040.00	
English to Foreign Language (if 2 interpreters required for all of the above, each will be charged separately)	\$ 110.00	20	\$ 2,200.00	\$ 130.00	5	\$ 650.00	Included		\$ 0.560	500	\$ 280.00	
b) Certified Deaf Interpretation (CDI)	\$ 125.00	74	\$ 9,250.00	\$ 155.00	25	\$ 3,875.00	Included		\$ 0.560	8500	\$ 4,760.00	
c) Oral Interpretation/Transliteration	\$ 84.00	10	\$ 840.00	\$ 105.00	10	\$ 1,050.00	Included		\$ 0.560	500	\$ 280.00	
d) Deaf-Blind Tactile Interpretation	\$ 90.00	10	\$ 900.00	\$ 120.00	10	\$ 1,200.00	Included		\$ 0.560	1000	\$ 560.00	
e) Guided Speech Interpretation	\$ 84.00	10	\$ 840.00	\$ 105.00	10	\$ 1,050.00	Included		\$ 0.560	500	\$ 280.00	
2) CART Services (3-hour minimum)	\$ 140.00	60	\$ 8,400.00	\$ 160.00	5	\$ 800.00	Included		\$ 0.560	5000	\$ 2,800.00	
Projector for CART	\$ 50.00	10	\$ 500.00	\$ 50.00	3	\$ 150.00	N/A		N/A			
3) Video Remote Interpretation (VRI)							N/A		N/A			
ASL \$300 / minute	\$ 3.00	3200	\$ 9,600.00	N/A	0		N/A		N/A			
4) Services for Individuals who experience Speech Impairments	\$ 84.00	15	\$ 1,260.00	\$ 105.00	5	\$ 525.00	Included		\$ 0.560	1000	\$ 560.00	
English to Foreign Language	\$ 84.00	5	\$ 420.00	\$ 105.00	2	\$ 210.00	Included		\$ 0.560	250	\$ 140.00	
8) Other												
Internet access fee per month	\$	0		N/A	0	\$	N/A		N/A			
per location		0		N/A	0	\$			N/A			
iPads Tablets	N/A											
Sub Totals			\$ 72,178.00			\$ 18,125.00		\$			\$ 28,700.00	
Total for Deaf & Hard of Hearing Services			\$ 117,003.00									

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Contractor Initials: _____

	Workday Hours (A-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	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed	Total Cost of Service	Fee for Service Rate \$0.00	Stipend Per Hour	Total Cost of Travel Hours \$00.00	Travel Reimbursement Rate \$ 0.0	Portion of Total	Total Cost of Travel \$0.00
6). Spanish/ Catalan Languages Interpretation												
61. Face-to-Face (F2F) In-Person Interpretation												
* Based on 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.												
** Define an urgent: Requests made with less than a 24-hour notice												
*** Define travel reimbursement: Travel Reimbursement is based on the actual cost.												
Foreign Language Interpretation*	\$	36.00	7,875	\$ 184,800.00	175.00	130	\$ 10,700.00	Included		\$ 0.500	48,000	\$ 23,760.00
Catalan Foreign Language Interpretation*	\$	60.00	132	\$ 8,160.00	9.00	45	\$ 3,000.00	Included		\$ 0.500	2,250	\$ 1,125.00
6). Over-the-Phone Interpretation (OPI) (on demand)	\$	1.30	180,180	\$ 234,183.60	N/A					N/A		
Overhead charge	\$											
6). Video Remote Interpretation (VRI) (on demand)	\$	1.85	650	\$ 1,202.50	N/A					N/A		
6). Site-Specific Deployed Interpretation (SIDI)												
Quick Response - 15 min for a minimum of 72 hrs of interpretation up to 90 hrs interpretation	\$	49.00	4,680	\$ 229,370.00	N/A					N/A		
6). Translation Services												
Foreign Language to English:												
Spanish, Portuguese Languages	\$	0.18	10,000	\$ 1,800.00	N/A					N/A		
Western European	\$	0.22	2,250	\$ 495.00	N/A					N/A		
Eastern European	\$	0.30	245	\$ 73.50	N/A					N/A		
Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$	0.32	7,500	\$ 2,400.00	N/A					N/A		
English to Foreign Languages:												
Spanish, Portuguese Languages	\$	0.18	35,000	\$ 6,300.00	N/A					N/A		
Western European	\$	0.25	15,878	\$ 3,969.50	N/A					N/A		
Eastern European	\$	0.30	3,800	\$ 1,140.00	N/A					N/A		
Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$	0.32	20,800	\$ 6,656.00	N/A					N/A		
Formatting Per Page	\$	10.00	100	\$ 1,000.00	N/A					N/A		
24 hour turnaround - surcharge per word	\$	0.10	15,203	\$ 1,520.30	N/A					N/A		
English to Arabic	\$	0.30	5,000	\$ 1,500.00	N/A					N/A		
Proofreading / Editing	\$	34.00	75	\$ 2,550.00	N/A					N/A		
7). Services for individuals who have Low Vision												
Reading and repair of services	\$	60.00	13	\$ 780.00	\$ 170.00	5	\$ 850.00	N/A		\$ 0.50	500	\$ 250.00
Large Print (editing included) -hours	\$	843	3	\$ 2,529.00	\$ 80.00	1	\$ 80.00	N/A		N/A		
Large Print (not edit)	\$	11.00	75	\$ 825.00	\$ 18.00	1	\$ 18.00	N/A		N/A		
*This includes scheduled OPI and VRI services												
Sub Totals				\$ 853,148		\$ 14,759		\$				\$ 77,336
Total for Spanish Language Services												\$ 867,904

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials Jk
Date 5/19/2021



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Vendor Name:

5/19/2021

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

5/19/2021

Date

DocuSigned by:

Jeffrey Kinney

Name: JEFFREY Kinney

Title: Chief of Staff & External Relations

DS
JK

Vendor Initials

Date 5/19/2021

New Hampshire Department of Health and Human Services
Exhibit F



**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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/19/2021

Date

DocuSigned by:
Jeffrey Kinney
Name: Jeffrey Kinney
Title: Chief of Staff & External Relations

DS
JK



New Hampshire Department of Health and Human Services
Exhibit G

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

The 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

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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:

5/19/2021

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Exhibit G

Contractor Initials

JK

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 H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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:

5/19/2021

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

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JK

Contractor Initials

5/19/2021

Date



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials DS
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Date 5/19/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

3/2014

Contractor Initials JK

Date 5/19/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Contractor Initials JL



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials _____

Date 5/19/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State by:
Ann H. N. Landry
 Signature of Authorized Representative
 Ann H. N. Landry
 Name of Authorized Representative
 Associate Commissioner
 Title of Authorized Representative
 5/21/2021
 Date

Ascendria Community Services
 Name of the Contractor
Jeffrey Kinney
 Signature of Authorized Representative
 Jeffrey Kinney
 Name of Authorized Representative
 Chief of Staff & External Relations
 Title of Authorized Representative
 5/19/2021
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

5/19/2021

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR.

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov