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

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Associate
Commissioner

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

May 24, 2017

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

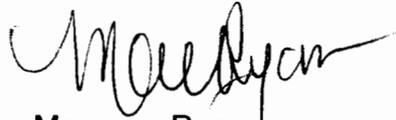
Should the Governor and Executive Council not approve this request, communication access services may be unavailable to individuals most in need of Department services who may not speak English, have limited English proficiency, are deaf or have hearing loss. Further, individuals may not be able to access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

Area Served: Statewide

Source of Funds: 50% General; 50% Federal

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

Sincerely,



Maureen Ryan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



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

This 1st Amendment to the Communication Access Services Contract (hereinafter referred to as "Amendment #1") dated this 1st day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ascentria Community Services, Inc., (hereinafter referred to as "the Contractor" or "Ascentria"), a non-profit corporation with a place of business at 14 East Worcester St., Suite 300, Worcester, MA 01604.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2015 (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

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

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

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

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

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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/25/17
Date

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

5/12/2017
Date

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

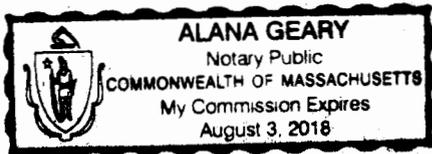
Acknowledgement:

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

Alana Geary
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: 8/3/18





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

OFFICE OF THE ATTORNEY GENERAL

6/5/2017
Date


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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

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



Exhibit B – Amendment #1

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

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

July 1, 2017 - June 30, 2018 SERVICE TYPE	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Transit Hours \$00.00	Travel Reimbursement Rate \$.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
1) Spoken (Foreign) Language Interpretation												
a) Face-to-Face (FIF) In-Person Interpretation* * Billed at 2 hour minimum, and thereafter in 15 minute increments. Any consecutive appointments at the same location by the same interpreter shall be treated as a singular appointment for billing purposes												
Foreign Language Interpretation	\$ 48.00	4.100	\$ 196,800.00	\$ 68.00	410	\$ 27,880.00	\$ 35.00	275	\$ 9,625.00	\$ 0.54	25000	\$ 13,375.00
Certified Foreign Language Interpretation	\$ 53.00	200	\$ 10,600.00	\$ 73.00	50	\$ 3,650.00	\$ 40.00	50	\$ 2,000.00	N/A		
b) Over-the-Phone Interpretation (OPT)												
All languages \$1.75 / minute	\$ 1.40	65,000	\$ 91,000.00	N/A						N/A		
Dial-out charge	\$ 5.00	840	\$ 4,200.00									
c) Video Remote Interpretation (VRI)												
All spoken languages \$1.85 / minute	\$ 1.85	100	\$ 185.00	N/A						N/A		
d) Site-Specific Dedicated Interpretation (Block) Block Schedule - 3 sites for 90 hrs interpretation	\$ 43.00	3,744	\$ 160,992.00	N/A						N/A		
2) Translation Services												
Foreign Language to English:												
Spanish, Portuguese Languages	\$ 0.20	12,350	\$ 2,470.00	N/A						N/A		
Western European	\$ 0.28	1,764	\$ 493.92	N/A						N/A		
Eastern European	\$ 0.34	248	\$ 84.32	N/A						N/A		
Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.40	26,573	\$ 10,629.20	N/A						N/A		
English to Foreign Language:												
Spanish, Portuguese Languages	\$ 0.20	45,450	\$ 9,090.00	N/A						N/A		
Western European	\$ 0.28	15,876	\$ 4,445.28	N/A						N/A		
Eastern European	\$ 0.34	3,500	\$ 1,190.00	N/A						N/A		
Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)	\$ 0.40	39,806	\$ 15,922.40	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	15,363	\$ 1,536.30	N/A						N/A		
English to Braille	\$ 0.30	5,000	\$ 1,500.00	N/A						N/A		
Proofreading / Editing	\$ 40.00	25	\$ 1,000.00	N/A						N/A		
3) Services for Individuals who have Low-Vision Reading and recording services	\$ 45.00	20	\$ 900.00	N/A						N/A		
4) Other												
Internet access fee	\$ 130.00	12										
Samsung Tablets/IPADS	\$ 350.00	7	\$ 2,450.00									
Sub Totals			\$ 536,768.42			\$ 31,530.00			\$ 11,625.00			\$ 13,375.00
Grand Total of Proposal												\$ 593,298.42

N/A
5/12/2017

**Exhibit B-6 Amendment #1
Hearing Interpretation**

	July 1, 2017 to June 30, 2018 SERVICE TYPE:	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Transit Hours \$00.00	Travel Reimbursement Rate \$ 0.00	Billable 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 travel reimbursement. Travel Reimbursement is based on the federal rate		
a)	American Sign Language (ASL) Interpretation* English to Foreign Language (if 2 interpreters required for all of the above, each will be charged separately)	\$ 73.00 \$ 100.00	450 40	\$ 32,850.00 \$ 4,000.00	\$ 93.00 \$ 120.00	20 2	\$ 1,860.00 \$ 240.00	Included Included			\$ 0.535 \$ 0.535	10,000 300	\$ 5,350.00 \$ 160.50
b)	Certified Deaf Interpretation (CDI)	\$ 85.00	100	\$ 8,500.00	\$ 110.00	5	\$ 550.00	Included			\$ 0.535	5500	\$ 2,942.50
c)	Oral Interpretation/Transliteration	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included			\$ 0.535	1000	\$ 535.00
d)	Deaf-Blind Tactile Interpretation	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included			\$ 0.535	1000	\$ 535.00
e)	Cued Speech Interpretation	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included			\$ 0.535	1000	\$ 535.00
2)	CART Services (3-hour minimum) Projector for CART	\$ 148.00 \$ 45.00	40 10	\$ 5,920.00 \$ 450.00	N/A N/A				\$ 70.00	\$ 700.00	\$ 0.535	4000	\$ 2,140.00
3)	Video Remote Interpretation (VRI) ASL \$3.00 /minute Internet access fee per month per location Samsung Tablets/Ipads	\$ 3.00 \$ 130.00 \$ 350.00	1000 12 7	\$ 3,000.00 \$ 1,560.00 \$ 2,450.00	N/A N/A N/A						N/A N/A N/A		
4)	Services for Individuals who experience Speech Impairments English to Foreign Language	\$ 45.00 \$ 65.00	15 5	\$ 675.00 \$ 325.00	\$ 65.00 \$ 85.00	2 2	\$ 130.00 \$ 170.00	\$ 35.00 \$ 35.00	5 5	\$ 175.00 \$ 175.00	\$ 0.535 \$ 0.535	200 200	\$ 107.00 \$ 107.00
	Sub Totals			\$ 80,640.00			\$ 4,345.00			\$ 1,050.00			\$ 12,412.00
	Grand Total of Proposal												\$ 98,447.00

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

1) Spoken (Foreign) Language Interpretation	July 1, 2018 - June 30, 2019 SERVICE TYPE:	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Billable Portal to Portal Hours 0.00	Total Cost of Transit Hours \$00.00	Travel Reimbursement Rate \$ 0.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
a) Face-to-Face (F2F) In-Person Interpretation* * Billed at 2 hour minimum, and thereafter in 15 minute increments. Any consecutive appointments at the same location by the same interpreter shall be treated as a singular appointment for billing purposes														
Foreign Language Interpretation		\$ 48.00	4.100	\$ 196,800.00	\$ 68.00	410	\$ 27,880.00	\$ 35.00	275	\$ 9,625.00	\$ 0.535	25000	\$ 13,375.00	
Certified Foreign Language Interpretation		\$ 53.00	200	\$ 10,600.00	\$ 73.00	50	\$ 3,650.00	\$ 40.00	50	\$ 2,000.00	N/A			
b) Over-the-Phone Interpretation (OPI) All languages \$1.75 / minute Dial-out charge		\$ 1.40	65,000	\$ 91,000.00	N/A			N/A						
c) Video Remote Interpretation (VRI) All spoken languages \$1.85 / minute		\$ 1.85	100	\$ 185.00	N/A			N/A						
d) Site-Specific, Dedicated Interpretation (Block) Block Schedule - 3 sites for 90 hrs interpretation		\$ 43.00	3,744	\$ 160,992.00	N/A			N/A						
2) Transition Services Foreign Language to English: Spanish, Portuguese Languages Western European Eastern European Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)		\$ 0.20 \$ 0.28 \$ 0.34 \$ 0.40	12,350 1,764 248 26,573	\$ 2,470.00 \$ 483.92 \$ 84.32 \$ 10,629.20										
English to Foreign Language: Spanish, Portuguese Languages Western European Eastern European Other (Arabic, Hindi, Chinese, Nepali, Somali, etc)		\$ 0.20 \$ 0.28 \$ 0.34 \$ 0.40	45,450 15,876 3,500 39,806	\$ 9,090.00 \$ 4,445.28 \$ 1,190.00 \$ 15,922.40										
Formatting Per Page 24 hour turnaround - surcharge per word English to Braille Proofreading / Editing		\$ 10.00 \$ 0.10 \$ 0.30 \$ 40.00	100 15,363 5,000 25	\$ 1,000.00 \$ 1,536.30 \$ 1,500.00 \$ 1,000.00										
3) Services for Individuals who have Low-Vision Reading and recording services		\$ 45.00	20	\$ 900.00	N/A			N/A						
4) Other Internet access fee per month Samsung Tablets/IPADS per location		\$ 130.00 \$ 350.00	12 7	\$ 20,280.00 \$ 2,450.00										
Sub Totals				\$ 536,768.42			\$ 31,530.00			\$ 11,625.00			\$ 13,375.00	
Grand Total of Proposal														\$ 593,298.42

**Exhibit B-8 Amendment #1
Hearing Interpretation**

July 1, 2018 to June 30, 2019 SERVICE TYPE	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Transit Hours \$00.00	Travel Reimbursement Rate \$ 0.00	Billable Mileage 0.0	Total Cost of Travel \$0.00
1) In-Person Interpretation * Billed according to NFI DOE authorized rates and include administrative overhead				** Define emergencies. Requests made in less than 24 hours			*** Define travel rates. Travel time is portal to portal and covered in hourly fee for service rate						**** Define travel reimbursement. Travel Reimbursement is based on the federal rate		
a) American Sign Language (ASL) Interpretation	\$ 73.00	450	\$ 32,850.00	\$ 93.00	20	\$ 1,860.00	Included						\$ 0.535	10,000	\$ 5,350.00
English to Foreign Language (If 2 interpreters required for all of the above, each will be charged separately)	\$ 100.00	40	\$ 4,000.00	\$ 120.00	2	\$ 240.00	Included						\$ 0.535	300	\$ 160.50
b) Certified Deaf Interpretation (CDI)	\$ 85.00	100	\$ 8,500.00	\$ 110.00	5	\$ 550.00	Included						\$ 0.535	5500	\$ 2,942.50
c) Oral Interpretation/Transliteration	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included						\$ 0.535	1000	\$ 535.00
d) Deaf-Blind/Tactile Interpretation	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included						\$ 0.535	1000	\$ 535.00
e) Cued Speech Interpretation	\$ 73.00	10	\$ 730.00	\$ 93.00	5	\$ 465.00	Included						\$ 0.535	1000	\$ 535.00
2) CART Services (3-hour minimum) Projector for CART	\$ 148.00 \$ 45.00	40 10	\$ 5,920.00 \$ 450.00	N/A N/A			\$ 70.00	10	\$ 700.00				\$ 0.535	4000	\$ 2,140.00
3) Video Remote Interpretation (VRI) ASL \$3.00/minute Internet access fee per month per location Samsung Tablets/Ipads	\$ 3.00 \$ 130.00 \$ 350.00	1000 12 13 7	\$ 3,000.00 \$ 20,280.00 \$ 2,450.00	N/A N/A N/A N/A									N/A N/A N/A N/A		
4) Services for Individuals who experience Speech Impairments English to Foreign Language	\$ 45.00 \$ 65.00	15 5	\$ 675.00 \$ 325.00	\$ 65.00 \$ 85.00	2 2	\$ 130.00 \$ 170.00	\$ 35.00 \$ 35.00	5 5	\$ 175.00 \$ 175.00				\$ 0.535 \$ 0.535	200 200	\$ 107.00 \$ 107.00
Sub Totals			\$ 80,640.00			\$ 4,345.00			\$ 1,050.00						\$ 12,412.00
Grand Total of Proposal															\$ 98,447.00

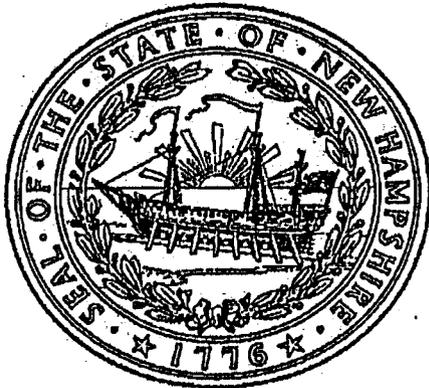
State of New Hampshire

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elena Garcias-Ketnouvong, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.).
(Agency Name)

2. The following is a true excerpt from the bylaws adopted at a meeting of the Board of Directors of the Agency duly held on July 14, 2015:

Section 7.6. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes, and other obligations authorized to be executed by an officer of the Corporation on its behalf shall be signed by the president or the treasurer except as the Board of Directors may generally or in particular cases otherwise determine.

3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

- | | |
|---------------------------------|--------------------------|
| <u>Angela Bovill</u> | President |
| <u>Jim Coyle</u> | Executive Vice President |
| <u>Tim Johnstone</u> | Executive Vice President |
| <u>Dana Ramish</u> | Executive Vice President |
| <u>Nicholas Russo</u> | Treasurer |
| <u>Elena Garcias-Ketnouvong</u> | Clerk |

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12 day of May, 2017.
(Date Contract Signed)

5. Nicholas Russo is the duly elected Treasurer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elena Garcias-Ketnouvong
(Signature of the Elected Officer)

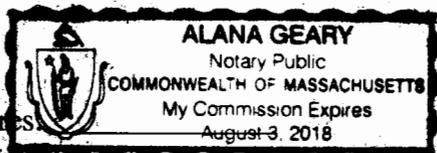
STATE OF ~~NEW HAMPSHIRE~~ Massachusetts

County of Worcester

The forgoing instrument was acknowledged before me this 12th day of May, 2017,

By Elena Garcias-Ketnouvong.
(Name of Elected Officer of the Agency)

Alana Geary
(Notary Public/Justice of the Peace)
(NOTARY SEAL)





Ascentria
CARE ALLIANCE

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Formerly Lutheran Social Services of New England

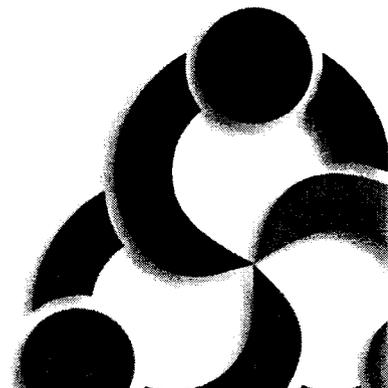
Mission statement:

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, 2016 AND 2015

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
TABLE OF CONTENTS
YEARS ENDED JUNE 30, 2016 AND 2015**

INDEPENDENT AUDITORS' REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION	3
CONSOLIDATED STATEMENTS OF ACTIVITIES	5
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS	6
CONSOLIDATED STATEMENTS OF CASH FLOWS	7
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES	8
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	9



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, which comprise the consolidated statements of financial positions as of June 30, 2016 and 2015, and the related consolidated statements of activities, changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the 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, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
December 15, 2016

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015**

ASSETS	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 69,841	\$ 872,153
Accounts Receivable, (Net of Estimated Uncollectible Accounts)	3,550,336	3,839,947
Prepaid Expenses	73,588	127,002
Assets Held for Sale	-	349,500
Total Current Assets	<u>3,693,765</u>	<u>5,188,602</u>
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	766,424	599,095
PROPERTY AND EQUIPMENT		
Land	45,314	27,196
Building	85,798	268,280
Building Improvements	869,173	159,393
Leasehold Improvements	234,664	721,402
Furniture and Equipment	232,050	232,877
Vehicles	264,561	244,951
Equipment Held Under Capital Lease	438,600	408,032
Computer Equipment and Software	143,313	143,313
Total	<u>2,313,473</u>	<u>2,205,444</u>
Less: Accumulated Depreciation	1,496,599	1,624,750
Total Property and Equipment, Net	<u>816,874</u>	<u>580,694</u>
DUE FROM RELATED PARTIES	522,666	327,617
OTHER ASSETS		
Deposits	58,546	49,996
Construction in Progress	84,708	12,000
Total Other Assets	<u>143,254</u>	<u>61,996</u>
Total Assets	<u><u>\$ 5,942,983</u></u>	<u><u>\$ 6,758,004</u></u>

See accompanying Notes to Consolidated Financial Statements.

	<u>2016</u>	<u>2015</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Long-Term Debt - Current Maturities	\$ 31,404	\$ 37,707
Accounts Payable	520,858	562,317
Accrued Expenses	999,243	1,473,429
Deferred Revenue	170,711	127,617
Due to the State of Maine	14,137	317,999
Due to Third Party	232	43,291
Total Current Liabilities	<u>1,736,585</u>	<u>2,562,360</u>
 LONG-TERM DEBT, Net of Current Maturities	 538,943	 913,319
 Total Liabilities	 2,275,528	 3,475,679
 NET ASSETS		
Unrestricted	2,833,644	2,626,083
Temporarily Restricted	833,811	656,242
Total Net Assets	<u>3,667,455</u>	<u>3,282,325</u>
 Total Liabilities and Net Assets	 <u>\$ 5,942,983</u>	 <u>\$ 6,758,004</u>

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2016 AND 2015**

	2016	2015
UNRESTRICTED NET ASSETS		
REVENUE		
Program Service Revenue		
Public Sources	\$ 31,563,506	\$ 32,522,034
Private Sources	3,875,330	3,688,751
Total Program Service Revenue	35,438,836	36,210,785
OTHER INCOME		
Net Assets Released from Restriction Used for Operations	263,494	133,187
Other Income	354,585	578,667
Total Other Income	618,079	711,854
 Total Revenue	 36,056,915	 36,922,639
EXPENSES		
Salaries and Wages	18,097,064	17,349,508
Employee Benefits	3,834,421	3,615,907
Program Expenses	5,246,892	7,235,942
Professional Fees	86,566	80,337
Occupancy Costs	1,847,895	1,808,914
Operating Supplies and Expenses	1,134,278	1,144,130
Administrative Costs	4,913,309	4,134,720
Travel Expenses	802,185	839,099
Custodial Fees	10,239	3,740
Depreciation and Amortization	117,249	156,022
Bad Debt Expenses	42,725	32,651
Interest	38,640	58,655
Total Expenses	36,171,463	36,459,625
OPERATING GAIN (LOSS)	(114,548)	463,014
NONOPERATING ACTIVITY		
Gain on Sale of Property and Equipment	110,865	-
Loss on Damaged Property and Equipment	-	(245,547)
Loss on Disposal of Land	-	(30,136)
Equity Transfers, Net	211,244	(104,067)
Total Nonoperating Activity	322,109	(379,750)
INCREASE IN UNRESTRICTED NET ASSETS	\$ 207,561	\$ 83,264

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
NET ASSETS AT JUNE 30, 2014	\$ 2,542,819	\$ 625,826	\$ 3,168,645
Increase in Unrestricted Net Assets	83,264	-	83,264
Change in Beneficial Interest in Net Assets of Related Party	-	163,603	163,603
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(133,187)</u>	<u>(133,187)</u>
Change in Net Assets	<u>83,264</u>	<u>30,416</u>	<u>113,680</u>
NET ASSETS AT JUNE 30, 2015	2,626,083	656,242	3,282,325
Increase in Unrestricted Net Assets	207,561	-	207,561
Change in Beneficial Interest in Net Assets of Related Party	-	441,063	441,063
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(263,494)</u>	<u>(263,494)</u>
Change in Net Assets	<u>207,561</u>	<u>177,569</u>	<u>385,130</u>
NET ASSETS AT JUNE 30, 2016	<u>\$ 2,833,644</u>	<u>\$ 833,811</u>	<u>\$ 3,667,455</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 385,130	\$ 113,680
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation and Amortization	117,249	156,022
Bad Debts	42,725	32,651
Gain on Sale of Property and Equipment	(110,865)	-
Change in Beneficial Interest in Net Assets of Related Party	(441,063)	(163,603)
Loss on Damages of Property and Equipment	-	245,547
Loss on Disposal of Land	-	30,136
Noncash Equity Transfers	(418,434)	104,067
(Increase) Decrease in:		
Accounts Receivable	246,886	(328,866)
Prepaid Expenses	53,414	(14,119)
Deposits	(8,550)	4,442
Beneficial Interest in Net Assets of Affiliate	273,734	148,266
Increase (Decrease) in:		
Accounts Payable	(41,459)	(13,786)
Accrued Expenses	(474,187)	490,527
Deferred Revenue	43,094	(172,561)
Due to Third Party	(43,059)	-
Due to State of Maine	(303,862)	62,300
Net Cash Provided (Used) by Operating Activities	(679,247)	694,703
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(75,429)	(25,163)
Additions to Construction in Progress	(84,708)	(12,000)
Proceeds on Sale of Property and Equipment	612,800	-
Net Cash Provided (Used) by Investing Activities	452,663	(37,163)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt	(380,679)	(71,759)
Advances from (Payments to) Related Parties	(195,049)	(594,855)
Net Cash Used by Financing Activities	(575,728)	(666,614)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(802,312)	(9,074)
Cash and Cash Equivalents - Beginning of Year	872,153	881,227
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 69,841	\$ 872,153
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	\$ 38,640	\$ 58,608
SCHEDULE OF NONCASH INVESTING ACTIVITIES		
Total Additions of Property and Equipment	\$ 493,863	\$ 25,163
Less: Equity Transfer of Property	(418,434)	-
Cash Paid for Property and Equipment	\$ 75,429	\$ 25,163

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Ascentria Community Services, Inc. (ACS) and Ascentria Community Care, Inc. (ACC) (collectively the Organizations) are corporations exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. ACS transferred its "In Home Care" service line to ACC and 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:

Social Services – 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.

Refugee Services – 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.

Basis of Consolidation

The accompanying 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 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

Program Service Revenue

Program service revenue is recognized as costs are incurred and services are provided

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 unrestricted 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.

Assets Held for Sale

In 2014, a property in New Hampshire qualified to be classified as held for sale. Consequently, the Organization has presented the assets under the caption "Assets Held for Sale" on the statement of financial position.

Assets held for sale are reported in the statement of financial position at the lower of its carrying amount or fair value, less cost to sell. Assets held for sale are assessed for impairment when management believes events or changes in circumstances indicate that its carrying amount may not be recoverable. Based on this assessment, assets held for sale that are considered impaired are written down to their fair value. In July 2015, the assets were sold for the fair value noted on the statement of financial position.

Related Party Loans Receivable

The Organizations' loan portfolio is comprised on unsecured related party loans receivable that are non-interest 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, 2016.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

Related Party Loans Receivable (Continued)

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:

Unrestricted Net Assets

Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets

Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organizations and/or the passage of time.

Permanently Restricted Net Assets

Include contributions which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for operations in accordance with donor restrictions.

Recognition of Donor Restrictions

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Donated Services

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

Advertising Costs

Promotional advertising costs are expensed as incurred. Promotional advertising expense charged to operations amounted to \$3,710 and \$11,018 for the years ended June 30, 2016 and 2015, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

Use of Estimates

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

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.

Income Taxes

The Organizations are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal and state income taxes on related income pursuant to section 501(a) of the code.

Deferred Revenue

Deferred revenue consists primarily of advances received from state and federal agencies for initial funding of programs. Amounts will be recognized as revenue as these programs incur the related expenditures.

Fair Value Measurements

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

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

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

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

Fair Value Measurements

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, 2016.

Subsequent Events

In preparing these financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through December 15, 2016, the date the 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 the net assets of Ascentria, a related party, for funds being held by Ascentria on behalf of the Organizations.

NOTE 3 RELATED PARTY TRANSACTIONS

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

a) The Organizations are charged annually by Ascentria for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$4,842,000 and \$3,917,000 for the years ended June 30, 2016 and 2015, respectively. These expenses have been included on the statement of activities under the caption "Administrative Costs". In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations. In addition, the Organizations have various support charges from related parties which amounted to \$31,860 and \$-0- for June 30, 2016 and 2015, respectively.

b) In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$10,239 and \$3,590 for the years ended June 30, 2016 and 2015, respectively.

c) The Organizations has various office space rentals to and from related parties and vehicle rentals from related parties. Rental revenue from related parties amounted to \$153,320 and \$139,470 for June 30, 2016 and 2015, respectively. Office space and vehicle related party rents amounted to \$377,461 and \$443,751 for June 30, 2016 and 2015, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

d) During the year ended June 30, 2016 and 2015, the Organizations received federal funding of \$360,000 and \$288,000, respectively, which was passed through to Good News Garage - LSS, Inc., a subsidiary of Ascentria.

e) During the year ended June 30, 2016, a property with a net book value of \$418,434 was transferred from Ascentria to ACS. Further, as part of the equity sharing agreement outlined in Note 13, ACS paid Ascentria \$207,190 during 2016. The net amount of these transfers are included under the caption "Equity Transfers, Net" in the statement of activities.

f) Related Party loans that bear no interest and have no fixed repayment terms, are as follows:

	<u>2016</u>	<u>2015</u>
Due from Related Parties:		
Ascentria Care Alliance, Inc.	\$ 441,113	\$ 300,640
LCS Creative Living, Inc.	29,213	23,327
Lutheran Housing Corporation - Brockton, Inc.	325	78
Luther Ridge at Middletown, Inc.	3,712	3,550
Good News Garage - LSS, Inc.	48,303	-
Lutheran Assisted Living in Middleton	-	22
Total	<u>\$ 522,666</u>	<u>\$ 327,617</u>

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by Ascentria. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. Pension costs charged to operations and contributions to the plan amounted to \$-0- for each of the years ended June 30, 2016 and 2015.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2016:

	<u>2016</u>	<u>2015</u>
Accounts Receivable - Program Services	\$ 3,575,416	\$ 3,872,897
Less: Allowance for Doubtful Accounts	(25,080)	(32,950)
Accounts Receivable, Net	<u>\$ 3,550,336</u>	<u>\$ 3,839,947</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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 89% of the Organizations revenue was received from state and federal agencies directly or via pass through for the year ended June 30, 2016.

Due from Related Parties

The Organizations extend unsecured credit to a related party. The balance due from related parties totaled \$522,666 at June 30, 2016.

Beneficial Interest in Net Assets of Related Party

The Organizations unsecured gifts, held by a related party, amounted to \$766,424 at June 30, 2016 with a loan payable to the fund totaling \$340,524.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$3,550,336 at June 30, 2016.

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 - 40 Years
Equipment, Furniture and Fixtures, and Vehicles	3 - 10 Years
Equipment Under Capital Lease	3 - 5 Years
Computer Equipment and Software	3 Years

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$117,249 and \$156,022 for the years ended June 30, 2016 and 2015, respectively.

During April 2014, ACS deemed building assets with net book value of approximately \$350,000 to be held for sale, at this time depreciation on these assets ceased. These assets were sold during July of 2015 for \$349,500. See Note 1 for additional details.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 7 PROPERTY AND EQUIPMENT (CONTINUED)

During January 2015, the Organization experienced fire and water damage at one of their leased facilities resulting in severe damages to the property. The loss incurred on the leased property of approximately \$245,500 is listed under the caption "Loss on destruction of property" on the statement of activities for the year ended June 30, 2015.

In June 2016, ACS sold one of their properties with a net book value of \$151,605 for \$300,000. The gain incurred on the sale of the property is included under the caption of "Gain on Sale of Property and Equipment" on the statement of activities for the year ended June 30, 2016.

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 \$14,000 and \$318,000 at June 30, 2016 and 2015, respectively. Adjustments to these estimates are reflected on the statement of activities under the caption "public sources" to the extent not previously recorded in the year the final settlement information becomes available to management.

NOTE 9 CONTRIBUTED LEASED PROPERTY

ACS (lessee) entered into a lease agreement to lease a building. The lease is for a period of five years with an annual rent of \$1 payable to lessor each year.

Management has determined that the annual rental payments are below market value and therefore have recorded the fair value of the lease in the financial statements. The valuation of the lease is based on the lesser of the net present value of market rate rent payments or the fair market value of the building at the lease inception date, at that time, was estimated to be \$69,000. Management concluded that the fair value of the building was the lesser of the two valuation methods and consequently valued the market rate lease at \$69,000 at the lease inception date. The fair value of the lease is being amortized on a straight-line basis over the term of the lease. The unamortized fair value of the lease amounted to \$14,100 and \$27,900 as of June 30, 2016 and 2015, respectively, and is reported in the caption "building" in the statement of financial position.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 10 LONG TERM DEBT

The Organizations are liable on long-term debt at June 30, 2016 as follows:

<u>Description</u>	<u>2016</u>	<u>2015</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 7.10% annually. During FY16, ACS reduced the outstanding principal balance of the note significantly with a \$53,700 payment in excess of their normal payments. The note is still expected to be paid off at the stated due date.	\$ 240,151	\$ 305,798
<u>Mortgages</u>		
Mortgage payable to TD Bank. In December 2014, the mortgage was extended and now matures on December 17, 2017. The monthly payments of principal and interest before and after the extension were \$3,558 and \$2,512, respectively. The interest rate before and after the extension was 5.0% and 4.23%, respectively. The mortgage is secured by all business assets. ASC sold the New Hampshire property in July, 2015, and paid off the remaining balance of the mortgage to TD Bank.	-	325,414
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.	307,270	317,080
<u>Capital Lease Obligations</u>		
ACS is obligated under various capital lease agreements for equipment and motor vehicles, expiring in 2016, with a combined monthly payment of approximately \$2,200 with interest rates ranging from approximately 4% to 8%.	22,926	2,734
Total	570,347	951,026
Less: Current Maturities	(31,404)	(37,707)
Long-Term Debt, Net	<u>\$ 538,943</u>	<u>\$ 913,319</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 10 LONG TERM DEBT (CONTINUED)

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Current Maturities</u>
2017	\$ 31,404
2018	33,095
2019	34,978
2020	29,268
2021	31,524

Interest charged to operations for the above long-term debt amounted to \$38,640 and \$58,655 for the years ended June 30, 2016 and 2015, respectively.

NOTE 11 DUE TO THIRD PARTY

The Organizations are reflecting an estimated liability in the amount of approximately \$232 and \$43,291 as of June 30, 2016 and 2015, respectively. This amount is due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005.

NOTE 12 OPERATING LEASES

The Organizations lease land, buildings, equipment, and motor vehicles under various operating lease agreements with terms of one to five years. Total rent and related expenses amounted to approximately \$852,000 and \$781,000 for the years ended June 30, 2016 and 2015, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2017	\$ 316,957
2018	216,425
2019	29,484
2020	-
2021	-
Total	<u>\$ 562,866</u>

NOTE 13 CONTINGENCIES

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 13 CONTINGENCIES (CONTINUED)

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. During 2016, the final two properties in this agreement were sold, with the payments made from ACS to Ascentria being included in the "Equity Transfer, Net" line item on the statement of activities. 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.

ACS was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on ACS's loss experience. In addition, ACS accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. ACS's policy contained a loss limitation provision of \$250,000 per incident. In 2016, ACS entered into a retro close out agreement which stipulated that a final payment of \$70,000 would be due on the insurance policy. The final payment is due in equal installments of \$35,000 in September 2016 and November 2016 and will close out and finalize the retrospective adjustments and satisfy all remaining premiums due under the insurance policy.

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance \$1,850,000 and \$1,600,000 as of June 30, 2016 and 2015, respectively.

NOTE 14 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 14 FAIR VALUE MEASUREMENT (CONTINUED)

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, 2016 and 2015, respectively:

2016				
	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Net Assets of Related Party				
Cash Equivalents	\$ 766,424	\$ -	\$ -	\$ 766,424
Total	\$ 766,424	\$ -	\$ -	\$ 766,424

2015				
	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Net Assets of Related Party				
Cash Equivalents	\$ 599,095	\$ -	\$ -	\$ 599,095
Total	\$ 599,095	\$ -	\$ -	\$ 599,095

The following table provides a summary of changes in fair value of the Organization's Level 3 financial assets for the years ended June 30, 2016 and 2015, respectively:

Balance at July 1, 2014	\$ 583,758
Income, Net of Releases	15,337
Balance at July 1, 2015	599,095
Income, Net of Releases	167,329
Balance at June 30, 2016	\$ 766,424

Since these funds are held by a third party that pools the Organization's interest with other related organization's assets, management has determined that the inputs are unobservable and therefore valued using a Level 3 methodology.



Ascentria
CARE ALLIANCE

BOARD OF DIRECTORS
2017 - 2018

Ex Officio, non voting

The Rev. James Hazelwood
New England Synod, ELCA
20 Upland Street
Worcester, MA 01607

The Rev. Timothy Yeadon
New England District LCMS
400 Wilbraham Road
Springfield, MA 01109-2794

Ex Officio, voting

Angela Bovill, President

Directors

Michael Balinskas, Vice Chair

Karen Gaylin, Secretary

The Rev. Ross Goodman

Garth Greimann, Financial Secretary

Scott Hamilton

Jeff Kinney, Immediate Past Chair

William Mayo, Chair

Barbara Ruhe

Kim Salmon

Dan Strelow

Corporate officers:

President/CEO	Angela Bovill 774-243-3932 abovill@ascentria.org
Executive VP/CFO	Jim Coyle 774-243-3906 jcoyle@ascentria.org
Executive VP, Community Services	Tim Johnstone 774-243-3100 tjohnstone@ascentria.org
Clerk/Executive Assistant	Elena Ketnouvong 774-243-3945 eketnouvong@ascentria.org
Executive VP, Residential Services	Dana Ramish 774-243-3910 dramish@ascentria.org
Treasurer	Nick Russo 774-243-3926 nrusso@ascentria.org
Executive Staff:	
VP and General Manager of Social Enterprise	Michael Alden 774-243-3969 malden@ascentria.org
Chief Development Officer	Candace Cramer 774-243-3908 ccramer@ascentria.org
VP for NH Operations	Ann Dancy 603-224-8111 adancy@ascentria.org
VP for Strategic Marketing & Communications	Jodie Justofin 774-243-3920 jjustofin@ascentria.org
VP of Human Resources	Nancy Meegan 774-243-3922 nmeegan@ascentria.org
VP for ME Operations	Scott Morrison 207-797-3935 smorrison@ascentria.org

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ALEN OMERBEGOVIC

- EXPERIENCE:** February, 2000-Present Ascentria Care Alliance Manchester, NH
Product Development Manager
Research and identify new business opportunities for Language Bank. Development and marketing of current and new products to Language Bank customers. Provide ongoing support to current Language Bank customers and coordinate with Language Bank team to resolve issues and improve processes
- 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
GED - Manchester School of Technology Manchester, NH
Southern New Hampshire University Manchester, NH
B.S. Justice Studies

Jacob K. Mandell, Esq.

Operations Manager

Operations professional with concentrations in process improvements, data collection and creative problem solving. Dynamic and strategic ability to fulfill company goals and objectives to meet tight deadlines and demanding project objectives.

Strong work ethic and track record of success. High level of reliability and focus, with a history of developing long-lasting business relationships based on a foundation of integrity, trust and outstanding client service.

Acknowledged for capacity to inspire, achieve consensus, mediate and deliver predefined goals despite a diversity of personalities, sensitive situations, and changing priorities. Adept at managing multiple tasks and isolating and resolving problems. *Stellar reputation for delivering superior customer service.*

KEY STRENGTHS

Executive Leadership • High-Impact Decision Making • Risk Assessment • Exceptional Communicator
Problem Solving • Client Education • Client Relationship Building • Strategic Planning Initiatives
Process Improvements • Detailed Documentation • Consultative Expert • Staff Training

PROFESSIONAL EXPERIENCE

The Language Bank (A Member of the Acentria Care Alliance), Manchester NH April 2015—Present
An industry leader in social enterprise and interpretation services.

Operations Manager

Responsible for the day-to-day operations of the Language Bank. Created and implemented company procedures and disseminated procedures to staff. Managed a staff of more than 200 interpreters and 10 support staff. Oversaw creation and implementation of technology solutions and innovations to bring new capabilities to the company. Handled secure and confidential client information.

HOMEOWNER OPTIONS FOR MASSACHUSETTS ELDERS, LOWELL, MA, FEBRUARY 2007 – JANUARY 2015

DEPUTY DIRECTOR FOR OPERATIONS (AUGUST, 2008 – JANUARY, 2015)

Responsible for the day-to-day operations in assisting the elderly with financial and homeownership challenges. Created and implemented company procedures and disseminated procedures to staff. Assigned cases to counselors and coordinated counselors' and interns' endeavors in the field. Recruited, interviewed, onboarded, and trained new staff. Acted as point of contact for escalated client issues. Handled quantities of secure and confidential client information.

SENIOR COUNSELOR (FEBRUARY 2007 - JULY 2008)

Visited clients in their homes and advised needy elders regarding financial difficulties. Executed client intake interviews; conducted foreclosure prevention administrative work. Delivered reverse mortgage counseling.

TOWN OF WATERTOWN, WATERTOWN, MA, SEPTEMBER 2006- FEBRUARY 2007

SUBSTITUTE TEACHER

Taught classes to a variety of grade levels (pre-kindergarten to eighth). Subject matters included: English, math, French, Spanish, reading, history, special education, and science.

NASHUA HOUSING AUTHORITY, Nashua, NH, Summers, 2002 & 2003

Managerial Assistant:

Handled incoming client and tenant telephone calls. Dispatched maintenance personnel in both routine and emergency situations. Updated filing systems. Brought agency files into compliance with contemporary laws and regulations.

EDUCATION

NORTHEASTERN UNIVERSITY SCHOOL OF LAW, BOSTON, MA

Juris Doctor

Member of the Massachusetts Bar

BATES COLLEGE, LEWISTON, ME

Bachelor of Arts, *cum laude*, English

Concentration in Creative Writing

Radia Sefiane

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

Qualifications:

- More than 8 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 translator and advocate in healthcare and social service settings.
- Provided cultural orientation.
- 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:

Assistant Program Manager Ascentria Care Alliance

Language bank, Manchester NH 2011- Present

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

Medical Case Manager, Ascentria Care Alliance Services for New Americans

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

Schedule and coordinate all medical appointments for LSS 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 Teacher At Strafford School (Elementary /Middle school)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.

Breast and Cervical Cancer Program

Elliot Hospital/Avon Foundation Breast Care Fund

Minority Outreach Coordinator, 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.

Was recognized for community outreach by Minority Health Coalition, Manchester Community Resource Center.

Worked cooperatively with Language Bank, Manchester Health Department, Hitchcock Clinic-Manchester as in interpreter. 2002-present.

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:

Minority outreach for the Breast and cervical cancer program 2003- 2008

Provide education to minority of women ,about breast and cervical cancer

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 18and up

French Teacher

Private French lessons, Larnaca –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

References:

Augustin Program Manger for LSS
603-224-8111

Tanya Dumont Job developer for LSS
603-224-8111

Lise Mendham, RN, MPH, OCN. Director of Oncology Services
603-552-9140

Becky Bukowski, Department of Health and Human Services, Breast and Cervical Cancer
Program
(603) 271-4959

Khadidja Koraibaa

MD at Dover Hospital
(603) 817-3341

Mourad Lakhdari,
(603) 226-0677

Carol Elfring, RN, OCN. Cancer Resource Nurse. Elliot Health Systems.
(603) 361-7632

Eileen
603-485-7013

ALEXANDRA MESQUITA-BAER

Education

2011	Certified Medical Interpreter (CMI)	October 2011
2009	Certification of Lead Trainer "CultureSmart"	August 2009
2008	Medical Interpretation Training	May 2008
2007	Legal Interpretation Training	May 2007
1997	Master Equivalence of Music (MM) <i>Music Therapy</i>	University of Kansas, U.S.A
1992	Master of Music (MM) <i>Piano Performance</i>	University of Kansas, U.S.A.

Language Skills

- Languages - Spanish (native speaker, fluent writing and reading skills)
- Portuguese (fluent/competent speaker, writing and reading skills)

Work Experience

Professional Interpreter

- Over twelve years of experience in interpretation in the legal and medical fields.
- Former trainer for IMIA 2012-13 Boot camptm series.
- Provided professional interpretation services for an array of local courts (County, District, Superior and Supreme courts), law firms, hospitals, immigration and social services.
- Legal interpreting work includes arraignments, depositions and trials (District, and Superior Courts in NH)
- Provided both consecutive and simultaneous interpreting according to the setting.
- Provided medical interpretation services for a six months Pilot Program at a major hospital in Southern New Hampshire.
- Received numerous customer recommendations and positive feedback.

Presentations

- Presenter at IMIAs (International Medical Interpreters Association): 2011 conference, Boston, MA. (October, 2011); and 2013 Conference, Miami Beach, FL (January, 2013)

- Presenter for the NCSC (National Consortium of State Courts) in NH for Superior Court Judges and Clerks (December 2012)
- Presenter at several medical hospitals/institutions around NH (2012-14)
- Presenter at the 2011 NH Medical Society Conference, Bedford, NH (September, 2011)
- Presenter at the 2009 National Conference for NAJIT (National Association of Judiciary Interpreters and Translators), Scottsdale, AZ. (May, 2009)
- Presenter at the 2009 CFI Conference (California Federation of Interpreters), San Francisco, CA. (October, 2009)

Current Employment - The Language Bank

- Spanish/Portuguese interpreter.
- Quality Control for the Language Bank interpreters.
- Licensed Trainer for their "CultureSmart" medical interpretation training.
- Presents at several state entities regarding interpreters' role and best practices when working with interpreters.

References

Adam Bernstein – Attorney at Law
 Bernstein & Mello, 21 Temple Street, Nashua, NH
 Ph: (603) 595-1600

Betsy Burtis – Program Manager for the Health Professions Opportunity Project
 at Ascentria Care Alliance.
 340 Granite Street, 3rd Floor, Manchester, NH 03102
 Ph: 603.657.7402

Professional Association

- | | |
|--------------------|---|
| 2009
to present | Professional Member of IMIA (International Medical Interpreters Association) |
| 2010
to 2013 | Former IMIA NH State Chapter Chair (International Medical Interpreters Association) |
| 2009
to 2011 | Former President of NETIA (New England Trained Interpreters Association) |
| 2009-10 | Participated in the MIAB (Medical interpreters Advisory Board) for the State of NH. |

Patricia M. Gerbert

QUALIFICATIONS:

Excellent Communication Skills, both written and verbal

Excellent in Multi-Tasking in high stress environments.

Computer Applications: All Microsoft applications (such as Word, Excel, Power Point, Publisher, and Outlook), Work Stream, Tempo, Oracle, as well as MRP type applications.

Lean Manufacturing, including 5S, training

PROFESSIONAL BACKGROUND:

2013 to Present **Ascentria Care Alliance** - Scheduling Coordinator

- Responsible for prioritizing scheduling of appointments and personnel to ensure high customer satisfaction

- Interview and hire potential personnel, do employee evaluations, discipline when needed

- Train new personnel

- Initial billing of all appointments, including ASL billing

- Do expense reports for interpreter mileage and all receipts

2010 –2012 **L-3 Insight Technology**, Londonderry, NH - **Production Supervisor**

- Perform daily audits to verify high quality of product output,

- verify 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 the customer needs and requirements.

- Responsible for inventory control of product lines within the department as well as maintaining cost, tracking discrepancies and doing adjustment reports as needed

2002 –2009 **Allegro Microsystems**, Manchester, NH -**Production Supervisor**

- Shift training and certifying of employees on all assembly and testing equipment.

- Maintaining personnel scheduling, including interviewing and selecting new employees

- Created standardized training workbook to create uniform program training between employees.

- Motivated high quality of work from operators; disciplined and documented when needed, up to termination process if necessary

1994 – 2002: **Rockwell Automation**, Manchester, NH **Group Leader/ Rework Technician**

- Trained personnel on equipment used for assembly and testing with-in the facility.

- Responsible for inventory control of product lines within the departments

- 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.

Education:

Southern New Hampshire University: Classes towards a Bachelor's Degree in Business Management



Paul Paro

Objective

To assist and participate in communication between cultures, and to help those of many different communication styles and cultures interact on an even plane.

Experience

Assistant House Coordinator, WCI, Waltham, MA

June 2011-Jan 2013

Assisted in setup of new group home, including compiling paperwork, overseeing modifications in structure, and personalizing by client request. Taught ASL and Deaf Culture/Community norms to clients to facilitate communication. Implemented behavior program according to ABA principles. Organized community events, and oversaw their administration. Assisted House Coordinator with various staffing and personnel issues, including scheduling, staff trainings and internal issues. Oversaw medications for clients, including providing supplemental MAP trainings, ordering and recording medications, and administering medications.

Direct Support Staff, Advocates, Inc., Framingham, MA

2009-2011, Jan 2013- May 2015

Taught community skills by example. Taught social skills by example and through use of social stories. Implemented various ISP goals as directed by various specialists. Assisted with communication and transport. Administered and oversaw medications for various clients. Assisted in collecting behavioral and goal-related data. Participated in various ISP meetings, presented data on client progress.

Program Coordinator, Language Bank, Manchester, NH

May 2015-Present

Work to procure and retain ASL interpreters and other Deaf Services professionals. Improved fulfillment of Deaf Services appointments from 45 each month to over 100 each month. Oversee and process payroll for 200+ spoken-language interpreters, and assist with payroll and timekeeping issues. Coordinate 50+ translation requests each month, in various languages. Assist with hiring and training of spoken-language interpreters when necessary.

Education

Green Mountain College

1997-1999

Applicant for Associate's Degree in Arts Management.

Served as "Mountaineer" tour guide for prospective students. Served as Vice-President and President of Arts Club.

University of New Hampshire, Manchester

2003-2009

Graduated with Bachelor of Science Degree in Sign Language Interpreting.

Served as Vice President of American Sign Language Club, served as member of ASL Club.

Skills

First Aid Certified. CPR Certified. MAP certified by Red Cross of America. Proficient in use of Word, Excel, PowerPoint and other programs in Microsoft Office Suite. Proficient in French. Fluent in American Sign Language. Skilled in interpreting English-to-ASL and ASL-to-English. Strong written English skills, strong public speaking skills. Strong organizational skills, task-oriented.

Lynn Bedwell

Experience:

Ascentria Care Alliance Manchester NH
December 2014 to Present

- Scheduling interpreters for appointments
- Answering phone incoming calls regarding interpreter requests, making calls when necessary about requests. Speaking with interpreters about scheduling.

Customer Care Professional
Oxford (United Healthcare), Hooksett NH
February 2014 to August 2014

- Answering customers calls and questions regarding their benefits.
- Entering relevant information regarding call on to customers account
- Following up with customers to resolve problems and issues.

Driver Check In/ Billing
New England Motor Freight, Concord NH
August 2004 to February 2014

- Data entry requiring accurate input of driver check-in information into AS400 system. Requires attention to detail with regards to hazardous shipments, verifying they are entered accurately by central billing.
- Leadership role training new employees in the driver check-in process and answering questions concerning the driver check-in process. Reviewing new employees work to ensure information has been correctly entered.
- Assisting Dispatcher with answering incoming phone calls from customers and drivers. Answering customer inquires and directing calls as needed.
- Verify drivers have completed and returned all paperwork at the end of their run. Sorting paper work, preparing it to be entered into driver check-in system, ensuring checks and cash from collect shipments are properly documented and turned into dispatcher.
- Filing paperwork daily and monthly.
- Use of photocopiers, scanner, and fax machines.
- Assisting with other duties as needed.

Customer Service
The Lamp Shop, Concord NH
March 2001 to September 2004

- Answering incoming phone calls and emails.
- Assisting customers with placing orders and questions.
- Helping pulling customers orders, verifying orders are complete and accurate.

- Preparing shipping documents and entering data into the UPS shipping software.
- Processing payments, credit cards and checks.
- Basic end of day book keeping.
- Filing and other related duties.

Peer Tutor/Office Assistant
University of New Hampshire, Manchester NH
January 1999 to May 2002

- One on one tutoring of math levels 301, 302 and Finite Math.
- Directed study groups for Math 301, 302 and Finite Math.
- Office assistant, answering phone, filing, and assisting students with scheduling tutoring times.
- Entering information into spread sheets and data bases. Assisting others as needed.

Education:

University of New Hampshire at Manchester
May 2003
Bachelor of Arts in History, Cum Laude

Jannick F. Hebert

Skills and Technical Experience

- Microsoft Office Suite 2010 and 2007 including Access 2010
- Great Plains Software
- Bilingual: English and French

Work History

Ascentria – Language Bank February 2014 to Present
340 Granite St Manchester, NH 03102 Tel: (603) 410-6183

Positions: RSA I, scheduler

Duties included answering phone calls and emails, scheduling interpreters efficiently.

Harvey Building Products April 2013 to October 2013
30 Jacks Bridge Rd Londonderry, NH 03053 Tel: (800) 562-6237

Positions: assembler/saw operator

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

Fiberkraft Inc. March 2010 to April 2013
14 Tinker Ave. Londonderry, NH 03053 Tel: (800) 258-1063

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

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.

D'Angelos November 2007 to March 2010
88 Harvey Rd. Manchester, NH 03103 Tel: (603) 641-0322

Positions: Shift Leader, Crew Trainer and Delivery Driver

Duties included prepping food, making orders, serving customers and maintaining good customer relations. Supervised a staff of 3 and maintained accurate end of day cash and inventory.

Education and Certifications

Southern New Hampshire University, International Business Management Bachelor's Degree – October 2013 to Present

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

Hesser College, Medical Assistant Diploma – Oct. 2008

KIMBERLY H. SMITH

Work Experience

- Oct. 2013-Currently** **Ascentria Care Alliance**
Full time Scheduler with Language Bank
- Provide customer service to all providers requesting assignments through telephone or computer communication
 - Assign foreign language interpreters to assignments
 - Scanning of documents
- Mar. 2013-Oct. 2013** *Part time Administrative Assistant with*
In Home Care Dept. and Health Professional Opportunity Grant
General office support – Phone answering
Word Processing, Excel spreadsheets and File creation and review
- Sept. 2012-Mar. 2013** **Concordia Lutheran Church, Concord, NH**
Administrative Assistant – Part time
- Prepare weekly bulletins
 - Produce monthly newsletter
 - Assist with callers and visitors
- May 2012 –Aug. 2012** **The Nagler Group, Bedford, NH**
Wilson Employment Networks, Manchester
Contracted Positions
- Receptionist
 - Office Clerk
- Feb. 2011 - May 2012** **Belknap-Merrimack Community Action Agency, Concord NH**
Weatherization and Solar Energy Programs
Administrative Assistant
- Prepared Invoices
 - Coordinated Davis-Bacon Payroll documentation
 - Developed, maintained and retrieved information from Access Databases
 - Tracked and maintained warehouse inventory
- Aug. 2010 – Feb. 2011** **Accountemps, Manchester, NH**
Contracted Positions
- Data entry of Free/Reduced School Lunch Program Applications
 - Processed documentation of invoices for accounts payable
 - Verified data entry of batch work
 - Processed titles for leasing department
- Sept. 2009 - July 2010** **Granite State Management and Resources, Concord NH**
Customer Service Representative
- Spoke with student borrowers and parents in regards to preventing delinquency on their student loan accounts
 - Explained forbearance and deferment options
 - Facilitated borrowers in receiving information via, email, regular mail or downloading from our website.
 - Assisted with payment arrangements
 - Processed credit card and electronic check payments
- Oct. 2008 – Aug. 2009** **Office Team and Accountemps – Manchester, NH**

Contracted Positions

- Assisted with merge of Accounts Payable Divisions from multiple sites to one
- Prepared Tax Returns for individuals

Mar. 2004 – Oct. 2008

Merrimack County Human Resources, Concord, NH
Parental Reimbursement Coordinator

- Collected reimbursement for expenses for juveniles who had become court involved and received court ordered services
- Developed reimbursement plans for court approval
- Prepared and submitted weekly deposits to the State of NH

Sept. 2003 – Mar. 2004

Caregiver for parent who required 24 hour care

Dec. 2002 – Sept. 2003

Second Start, Concord, NH
Accounting Clerk

- Payroll processing for 95 employees
- Accounts Receivable for 6 programs

July 2002 – Aug. 2003

Salvation Army Corp, Concord, NH
Bookkeeper

- Accounts payable
- Accounts receivable
- Facilitated weekly remittance to headquarters
- Assisted with bank reconciliation

Mar. 2000 – Dec. 2002 NAMI NH (National Alliance for the Mentally Ill), Concord, NH

Administrative Assistant

- Supported the Executive Director and Board of Directors
- Coordinated special events and annual conference
- Prepared reports, newsletters, presentations and planned family trainings and community meetings
- Accounts payable
- Assisted with accounts receivable and payroll
- Bulk mail preparation and coordination of volunteers

Computer Skills

Office Professional, Word, Access, Excel, PowerPoint, Quickbooks, Peachtree, Shelby and Real World Accounting Packages

Education

BS in Accounting – Cum Laude -2002
Franklin Pierce College – Rindge, NH

Heather Norton Ulrich

Experience:

Client Service Coordinator

(June 2016-Present)

- Scheduling interpreters with requests for schools, courts, medical appointments, ect. (Any appointment needing an interpreter)
- Entering in new requests for an appointment, making sure that the appointments are accurate, filling the appointment with the requested interpreter if possible, filling interpreters schedules accurately
- Answering questions for providers about the appointments they have requested, making sure all parties needs are met, helping interpreters with various things

Language Bank a Member of Ascentria, Manchester NH

Translation from French and Spanish to English

(1991-present)

- Medical, Academic, Immigration, Literary
- Documents with difficult-to-decipher handwriting

Lingual Institute, Philadelphia, PA

Private clients

Accent Reduction Coaching & Tutoring English for Specific Purposes

(2007-present)

- Foreign professionals in medicine, academia, and finance
- Clients that no one else knows what to do with

Lingual Institute, Philadelphia, PA

Japan Communications, Chicago, IL

Private clients

Transcription

(2013-present)

- Interviews and panel discussions
- Speech recognition software projects
- Specializing in accented speech

Linux New Media. Lawrence, KS

Seven Levels Entertainment, Los Angeles, CA

Copyediting

(2007-present)

- Copyediting of academic papers, articles, and presentations
- Primarily for professionals whose first language is not English

Private clients

Teaching English to Speakers of Other Languages

(2003-2007)

Lingual Institute, Philadelphia, PA

International Language Academy, Chicago, IL

Della Lamb Adult Education, Kansas City, MO

Guadalupe Centers, Inc. (Administrative Asst.), Kansas City, MO

Tutoring English and Math

(2002-2008)

Girard College, Philadelphia, PA

Kauffman Foundation project, Kansas City, MO

Private students

Fact checking

(2001-2003)

Network Publishing Partners, Inc., Chicago, IL

Export Management

Teslan Commerce International, Kansas City, MO (1990-1994)

International Division Internship

U.S. Chamber of Commerce, Washington, D.C. (1990)

Education: B.A., International Studies, 1990

Southern Nazarene University, Bethany, OK

- Concentrations in French, Political Science, and Business
- Minors in Spanish and German
- Graduated summa cum laude

Eliza McWilliam

OBJECTIVE:

To pursue a career path that will allow me to demonstrate my strength for problem solving and effective communication.

WORK EXPERIENCE:

Language Bank a Member of Ascentria, Manchester New Hampshire

Dec. 2016 – Present

Client Service Coordinator

- Pairing interpreters with requests for schools, courts, medical appointments, ect. (Any appointment needing an interpreter)
- Putting in new requests for an appointment, making sure that the appointments are accurate, filling the appointment with the requested interpreter if possible, filling interpreters schedules accurately
- Answering questions for providers about the appointments they have requested, making sure all parties needs are met, helping interpreters with various things

The Home Depot, Nashua, NH

Oct. 2015 – Present

Customer Service Specialist

- Follow up with special orders via telephone and organize audits and inventory.
- Resolve a variety of problems involved in ordering services for home improvement projects.
- Followed the standard checkout process to ensure accuracy, speed, and quality service.
- Adhered to cash handling procedures and processed credit card payments.

Bates Chiropractic, Manhattan Beach, CA

March 2012 – Oct. 2015

Chiropractic Assistant

- Managed patient schedules, transactions, and phone calls.
- Managed and trained employees.
- Assisted with workshops, screenings, marketing, and community outreach.
- Taught patients spinal rehab exercises.
- Reviewed the Doctor's care plans with the patients.

Kreation Juicery, Manhattan Beach, CA

June 2013 – July 2014

Sales and Cleanse Specialist

- Maintained inventory and ordered products.
- Recommended cleanses based on customer's desired outcome.
- Cleaned store and presented products in aesthetically pleasing displays.

Chase Bank, Calabasas & Los Angeles CA

March 2009 – Sept. 2011

Bank Teller

- Assisted current and prospective account holders with deposits, withdrawals, payments, cashier's checks, money orders, and traveler's checks.
- Maintained cash limits and balanced drawer.
- Greeted customers, scheduled appointments, and made courtesy calls.
- Ordered supplies, distributed mail, and filed paperwork.

RELEVANT SKILLS:

- Excellent sales and communications skills.
- Ability to solve problems independently within any given framework.
- Additional Languages: Portuguese (Intermediate) and Spanish (Intermediate).

EDUCATION:

Nashua Community College, Nashua, NH

In pursuit of a Bachelor of Arts in Psychology.

REFERENCES: Available upon request.

McKinley Shindell

Work Experience

Client Service Coordinator, Language Bank a Member of Ascentria, Manchester New Hampshire December 2016-Current

- Pairing interpreters with requests for schools, courts, medical appointments, ect. (Any appointment needing an interpreter)
- Putting in new requests for an appointment, making sure that the appointments are accurate, filling the appointment with the requested interpreter if possible, filling interpreters schedules accurately
- Answering questions for providers about the appointments they have requested, making sure all parties needs are met, helping interpreters with various things

Manager, Mel's Funway Park, Londonderry New Hampshire

September 2016-November 2016

- In-charge of the ice cream shack
- Kept area clean, organize toppings/ice-cream/food, keeping workers on task and busy and off cell phones, opening and closing, restocking what is needed, putting together and taking apart the different machines used, serving customers, making schedules, receiving ice cream and food, ordering products, keeping inventory

Sales associate, MADE, Jackson Wyoming

July 2015-September 2015 & April 2016-August 2016

- Locally owned shop that features the work of 300+ American makers
- Kept store clean and organized, helped customers with requests and special order, inventory, social media marketing, opened and closed shop, communication with customers and artists, familiar with QuickBooks Point of Sale, trained employees

Sales associate, Lee's Tees, Jackson Wyoming

Summer 2012, 2013, 2014, 2015 & Christmas break 2014

- Locally owned t-shirt shop in the center of town
- Trained new employees, kept store clean and organized, tagged and stored back stock, familiar with RetailPro, opened and closed shop

Volunteer Work

Volunteer Manager, Drives, Rexburg Idaho

April 2015-July 2015

- Worked with nearby schools and food banks to help meet needs through donations
- I was given the idea and told to build the group however I saw fit, most work was simply laying the ground work for future semesters and future managers

Volunteer Manager, Family Crisis Center, Rexburg Idaho

September 2014-April 2015

- Worked with the Family Crisis Center in Rexburg to get volunteers there every week, did clothing and food drives, and at Christmas collected gifts for children in the area who were in need

Intern, Teton Literacy, Jackson Wyoming

Summer 2014

- Worked with an elementary student group to improve their literacy through traditional reading and writing as well as field trips around the community
- Worked with three separate groups of elementary aged children
- Helped with individual reading and writing, performing small plays, creating a class book, and making and executing creative literacy projects for the students

Volunteer, Habitat for Humanity, Jackson Wyoming

Summer 2014

- Worked in the office with odd jobs, sending news letters and tracking volunteer hours

Volunteer, Habitat, Xela Guatemala 2014

- Two weeks spent in Guatemala with 9 other students from my high school working on three homes in Xela, Guatemala
- Interacted with the families and learned how others live while working along side them

Volunteer, Teton Literacy, Jackson Wyoming 2013-2014

- Worked with children ages 5-13 on meeting age appropriate reading and writing skills as well as English for a few students
- Met once a week with each student
- Helped with office tasks

Volunteer, Teton County Library, Jackson Wyoming 2013-2014

- Worked with elementary aged students meeting age appropriate math skills
- Met with two different groups once a week each

Group leader, Awanas, Jackson Wyoming 2010-2013

- Church based afterschool activity working with children ages 4-13
- Worked on memorization and organization skills and playing games, co-taught a group of children each week

Education**Brigham Young University- Idaho** 2014-present

- Small private university
- Associate degree in general studies
- Cumulative GPA: 3.6
- All general classes as well as many sociology and photography

Jackson Hole Community School Graduated 2014

- Rigorous college prep high school
- GPA 3.5
- Small class sizes, close relationship with teachers
- Senior thesis: Causes, Consequences and Effects of Literacy Gaps in Elementary School Aged Children

Skills

- Customer service
- Basic conversational Spanish
- QuickBooks Point of Sale and RetailPro
- Organization
- Sales
- Managing a group of people of all ages
- Photography
- Academic Research and analysis
- Scheduling

Adrienne Drummy

EDUCATION

University of New Hampshire, College of Liberal Arts

-Bachelor of Arts in Classics - Graduated *Magna cum Laude* - June, 2014

WORK EXPERIENCE

Client Service Coordinator: Ascentria Language Bank – Manchester, NH: *Jan. – March, 2016, March 2017 - Present*

- Coordinate the scheduling of medical interpreters for New Hampshire hospitals and facilities - Answer phones – Ensure all interpreters' availabilities are up to date – Make reminder calls to all interpreters with shifts the following day.

Operations Coordinator: Home Instead Senior Care - Manchester, NH: *March 2016 -Present*

- Manage the coordination and scheduling of services for clients and caregivers - Work collaboratively with the Quality Assurance department to keep care plans updated and caregivers informed of client needs– Conduct employee training programs – Conduct interviews and assist in the hiring process - Assist in supervision of caregivers in regards to coaching, accountabilities, and retention - Conduct client/caregiver introductions - Respond to inquiries regarding billing and payroll - Develop reports on lost revenue and provide solutions to avoid it in the future - Maintain caregiver hours worked for part-time classification - Keep overtime and travel time expenses incurred at a minimum - Foster and maintain relationships with clients and their families.

Stylist: Supercuts - Chelmsford, MA: *August - November, 2015*

Suite 2 Beauty Bar - Dracut, MA: *April-August, 2015*

- Cut/styled hair - Sold beauty products/ advised customers on products and styling methods - Answered phone calls/inquiries - Scheduled appointments - Greeted customers - Provided solutions to maintain customer satisfaction.

President of the National Classical Honor Society (NCHS): (*Voluntary Position*)

University of New Hampshire: *September, 2013 - June, 2014*

- Organized and managed peer tutoring sessions - Held monthly group meetings - Advertised fundraisers, events, and trips - Provided office support to Classics professors - Introduced guest lecturers and provided them with tours of the UNH campus - Served as the primary contact for students interested in joining the Classics Department.

❖ **Latin/Greek Tutor:** *January, 2012 - June, 2014*

- Taught and provided extra help to college students studying Latin and Ancient Greek - Edited papers and translations - Developed lesson plans and practice exams.

Front Office / Post-Op. Assistant: Cataract and Laser Center - Andover, MA: *May-August, 2011*

- Front Office: Greeted patients - Assisted in check-in - Scanned patient charts.
- Post-Operative: Provided food and drink to post-operative patients - Provided assistance to patients exiting the building.

Ascentria Community Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alen Omerbegovic	Product Dev. Manager	\$64,500	.1215	\$7,836.75
Jacob Mandell	Operations Manager	\$48,000	.1215	\$5,832.00
Radia Sefiane	Asst. Program Manager	\$46,500	.1215	\$5,649.75
Paul Paro	Program Coordinator	\$33,987	.1215	\$4,129.42
Patricia Gerbert	Client Services Supervisor	\$34,000	.1215	\$4,131.00
Alexandra Baer	Quality Assurance /Lead Interpreter	\$42,947	.1215	\$5,218.06
McKinley Shindell	Client Service Coordinator	\$27,040	.1215	\$3,285.36
Adrienne Drummy	Client Service Coordinator	\$29,120	.1215	\$3,538.08
Eliza McWillim	Client Service Coordinator	\$27,040	.1215	\$3,285.36
Kimberly Smith	Client Service Coordinator	\$27,040	.1215	\$3,285.36
Heather Ulrich	Client Service Coordinator	\$29,120	.1215	\$3,538.08
Jannick Hebert	Client Service Coordinator	\$29,120	.1215	\$3,538.08
Lynn Bedwell	Client Service Coordinator	\$29,120	.1215	\$3,538.08

34 PB



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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

June 9, 2015

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

Area Served: Statewide

Source of Funds: 26% General; 74% Federal

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

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

Sincerely,


 Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas Toumpas
Commissioner



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

Spoken Language Interpretation and Translation Services

16-DHHS-OHS-OMHRA-01

RFP Name

RFP Number

Bidder Name

1. Ascentria Community Services

2. 0

3. 0

4. 0

5. 0

6. 0

7. 0

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

Reviewer Names

1. Joan Marcoux, Program Specialist IV

2. Anaela Kruscica, Program Specialist III

3. Barbara Seebart, Program Specialist IV

4. Laura McGlashan, Program Specialist III

5. Deborah Robinson, Administrator III

6. Jennifer Jones, Administrator II

7. Trinidad Tellez, System Specialist

8. Philip J Nadeau, Administrator III

9. Mary Calise, Administrator IV

10. Donna Walker, Administrator III



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

ASL, CART and Other Communication
Access Services
RFP Name

16-DHHS-OHS-OMHRA-02
RFP Number

Reviewer Names

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

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

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

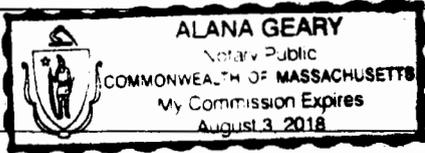
Subject: Communication Access Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 14 East Worcester Street, Suite 300 Worcester, MA 01604	
1.5 Contractor Phone Number (774) 243-3900	1.6 Account Number 05-95-45-450010-61270000 102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,257,722
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Dana Ramirez</i>		1.12 Name and Title of Contractor Signatory <i>Dana Ramirez</i>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Worcester</u> On <u>6/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Alana Geary</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Alana Geary, Notary Public</i>			
1.14 State Agency Signature <i>William A. [Signature]</i>		1.15 Name and Title of State Agency Signatory <i>Nicholas A. Toumpas, Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> <i>Megan A. Yale-Hodson</i> On: <i>6/10/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: DWR
Date: 6-1-15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: DWZ
Date: 10-1-15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A.1
Spoken Language, Interpretation and Translation Services

Scope of Services

1. Provisions Applicable to All Services

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

2. Services to Be Provide

2.1. Spoken Language Interpretation Services

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



Exhibit A.1
Spoken Language, Interpretation and Translation Services

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



Exhibit A.1
Spoken Language, Interpretation and Translation Services

2.2. Site Specific Dedicated Interpreters

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



Exhibit A.1
Spoken Language, Interpretation and Translation Services

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

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

2.3. Translation Services

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

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

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

2.4. Other Mandated Services

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

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

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

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

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

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



Exhibit A.1
Spoken Language, Interpretation and Translation Services

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

3. Performance Expectations and Reporting

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



Exhibit A.1
Spoken Language, Interpretation and Translation Services

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

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Exhibit A.1
Spoken Language, Interpretation and Translation Services

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



Scope of Services

1. Provisions Applicable to All Services

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

2. Services to Be Provide

2.1. Communication Access Services



Exhibit A.2

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

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



Exhibit A.2

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

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

2.2. Other Mandated Services

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



Exhibit A.2

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

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

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

3. Performance Expectations and Reporting

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

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

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

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

3.3.1. A summary of project outcomes.

3.3.2. Benchmarks reached.

3.3.3. Barriers to reaching benchmarks.

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

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

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

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



Exhibit A.2

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

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



Method and Conditions Precedent to Payment

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



Exhibit B

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

Exhibit B-1 Fee For Service Form
Spoken Language
COMPLETE ONE FORM FOR EACH BUDGET PERIOD

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	# of Service Units Proposed	Total Cost of Service	Fee for Service Rate	# of Service Units Proposed	Total Cost of Service	Fee for Service Rate	Reimbursement Period (Hours)	Total Cost of Travel/Hours	Travel Reimbursement Rate	Reimbursement Message C.O.	Total Cost of Travel
July 1, 2015 - June 30, 2016	\$0.00	0.00		\$0.00	0.00		\$0.00			\$0.00		\$0.00
5) Business/Professional Language Interpretation												
6) English/Portuguese Interpretation												
Foreign Language Interpretation	\$ 40.00	4,580	\$ 183,200.00	\$ 80.00	448	\$ 35,840.00	\$ 30.00	507	\$ 15,210.00	\$ 0.570	40,000	\$ 22,800.00
Confluent Foreign Language Interpretation	\$ 50.00	200	\$ 10,000.00	\$ 70.00	90	\$ 6,300.00	\$ 40.00	100	\$ 4,000.00	N/A		
7) Other Spoken Language Interpretation (O/S)												
All languages 11-17 minutes	\$ 1.75	17,506	\$ 30,635.50	N/A			N/A			N/A		
Call-out charge	\$ 8.00	80	\$ 640.00									
8) Video Remote Interpretation (VRI)												
All spoken languages 15-25 minutes	\$ 1.85	100	\$ 185.00	N/A			N/A			N/A		
9) Sign Language/Deaf/Hard of Hearing Interpretation (L/SH)												
Basic Schedule - 3 lines for a minimum of 77 hrs of interpretation up to 90 hrs interpretation	\$ 42.00	3,744	\$ 157,368.00	N/A			N/A			N/A		
10) Translation Services												
Foreign Languages to English:												
Spanish/Portuguese Languages	\$ 0.20	15,876	\$ 3,175.20	N/A			N/A			N/A		
Western European	\$ 0.28	1,754	\$ 492.92	N/A			N/A			N/A		
Eastern European	\$ 0.34	248	\$ 84.32	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Hebrew, Korean, etc.)	\$ 0.40	28,573	\$ 11,429.20	N/A			N/A			N/A		
English to Foreign Language:												
Spanish/Portuguese Languages	\$ 0.20	47,828	\$ 9,565.60	N/A			N/A			N/A		
Western European	\$ 0.28	15,876	\$ 4,462.26	N/A			N/A			N/A		
Eastern European	\$ 0.34	273	\$ 92.82	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Hebrew, Korean, etc.)	\$ 0.40	39,805	\$ 15,922.00	N/A			N/A			N/A		
Formatting Per Page	\$ 10.00	100	\$ 1,000.00	N/A			N/A			N/A		
24 hour turnaround surcharge per word	\$ 0.10	15,380	\$ 1,538.00	N/A			N/A			N/A		
English to Braille	\$ 0.30	5,000	\$ 1,500.00	N/A			N/A			N/A		
Proofreading/Editing	\$ 40.00	25	\$ 1,000.00	N/A			N/A			N/A		
11) Services for Sign/Deaf/Hard of Hearing Users (V/SH)												
Reading and recording services	\$ 45.00	20	\$ 900.00	N/A			N/A			N/A		
Sub Totals			\$ 472,466.20			\$ 72,629.80		\$ 31,878.00				\$ 23,800.00
Total for Spoken Language Services			\$549,850.20									

Contractor Initials: *DWR*
 Date: 6.1.15

**Exhibit B-2 Fee For Service Form
Deaf Hard of Hearing
COMPLETE ONE FORM FOR EACH BUDGET PERIOD**

July 1, 2015 - June 30, 2016 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 Travel Hours \$06.00	Travel Reimbursement Rate \$ 0.00	Billable Mileage 0.00	Total Cost of Travel \$0.00	
1) In-Person Interpretation													
*Billed according to NH DOE authorized rates and include administrative overhead													
American Sign Language (ASL) Interpretation:	\$ 70.00	260	\$ 18,200.00	\$ 90.00	15	\$ 1,350.00	Included			\$ 0.575	10,000	\$ 5,750.00	
English to Foreign Language (if 2 interpretations required for all of the above, each will be charged separately)	\$ 100.00	50	\$ 5,000.00	\$ 120.00	2	\$ 240.00	Included			\$ 0.575	300	\$ 172.50	
b) Captioned Deaf Interpretation (CDI)	\$ 80.00	86	\$ 6,880.00	\$ 100.00	5	\$ 500.00	Included			\$ 0.575	5500	\$ 3,162.50	
c) Oral Interpretation/Transliteration	\$ 70.00	10	\$ 700.00	\$ 90.00	5	\$ 450.00	Included			\$ 0.575	1000	\$ 575.00	
d) Deaf Blind Tactile Interpretation	\$ 70.00	10	\$ 700.00	\$ 90.00	5	\$ 450.00	Included			\$ 0.575	1000	\$ 575.00	
e) Cued Speech Interpretation	\$ 70.00	10	\$ 700.00	\$ 90.00	5	\$ 450.00	Included			\$ 0.575	1000	\$ 575.00	
2) CART Services (3-hour minimum)	\$ 145.00	30	\$ 4,350.00	N/A				\$ 70.00	10	\$ 700.00	\$ 0.575	4000	\$ 2,300.00
Propagator for CART	\$ 40.00	10	\$ 400.00	N/A									
3) Video Remote Interpretation (VRI)	\$ 3.00	1000	\$ 3,000.00	N/A			N/A			N/A			
Services for individuals who experience Speech Impairments	\$ 45.00	15	\$ 675.00	\$ 65.00	2	\$ 130.00	\$ 35.00	5	\$ 175.00	\$ 0.575	200	\$ 115.00	
English to Foreign Language	\$ 65.00	5	\$ 325.00	\$ 85.00	2	\$ 170.00	\$ 35.00	5	\$ 175.00	\$ 0.575	200	\$ 115.00	
8) Other:													
Internet access fee per month	\$ 100.00	12	\$ 1,200.00	N/A			N/A			N/A			
per location		13	\$ 13,000.00	N/A			N/A			N/A			
Samsung Tablets	\$ 250.00	13	\$ 3,250.00	N/A			N/A			N/A			
Sub Totals			\$ 81,040.00			\$ 3,740.00			\$ 1,850.00			\$ 13,340.00	
Total for Deaf & Hard of Hearing Services			\$ 79,210.00										

Contractor Initials: DW
Date: 6.1.15

**Exhibit B-3 Fee For Service Form
Spoken Language
COMPLETE ONE FORM FOR EACH BUDGET PERIOD**

SERVICE TYPE	Worship hours (8:00 a.m. - 4:30 p.m.)			After Hours - Holidays & Weekends and Emergencies**			Hourly Travel Rates***			Travel Reimbursement****		
	Fee for Service Rate \$0.00	# of Service Lines Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Lines Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Rate for Forfe Hours 0.00	Total Cost of Travel Hours \$99.99	Travel Reimbursement per Rate \$ 0.00	Rebate Message 0.00	Total Cost of Travel \$99.99
5) Spoken Foreign Language Interpretation												
6) Explain Fees (FFS) in Spanish Interpretation * Offer of 2 hour minimum, and duration is 15 minute increments. Any consecutive appointments of the same language for the year are prorated and do not count as a separate appointment for billing purposes												
Foreign Language Interpretation	\$ 45.00	450	\$ 20,250.00	\$ 60.00	448	\$ 26,880.00	\$ 35.00	507	\$ 17,749.50	\$ 0.575	40,000	\$ 23,000.00
Certified Foreign Language Interpretation	\$ 50.00	200	\$ 10,000.00	\$ 70.00	50	\$ 3,500.00	\$ 40.00	100	\$ 4,000.00	N/A		
7) Over-the-Phone Interpretation (OTI) All languages \$1.75 / minute Default charge	\$ 1.75	27,568	\$ 48,244.00	N/A			N/A			N/A		
8) Video Remote Interpretation (VRI) All spoken languages \$1.50 / minute	\$ 1.50	100	\$ 150.00	N/A			N/A			N/A		
9) Sign-Remote Certified Interpretation (SRCI) Basic Schedule - 3 lines for a maximum of 72 hrs of interpretation up to 30 hrs interpretation	\$ 42.00	3,744	\$ 157,248.00	N/A			N/A			N/A		
10) Translation Services												
Foreign Language to English:												
Spanish - Portuguese Languages	\$ 0.20	15,616	\$ 3,123.20	N/A			N/A			N/A		
Western European	\$ 0.28	154	\$ 43.12	N/A			N/A			N/A		
Eastern European	\$ 0.34	248	\$ 84.32	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Hindi, Somali, etc.)	\$ 0.40	26,573	\$ 10,629.20	N/A			N/A			N/A		
English to Foreign Language:												
Spanish - Portuguese Languages	\$ 0.20	47,829	\$ 9,565.80	N/A			N/A			N/A		
Western European	\$ 0.28	15,616	\$ 4,386.08	N/A			N/A			N/A		
Eastern European	\$ 0.34	373	\$ 126.82	N/A			N/A			N/A		
Other (Arabic, Hindi, Chinese, Hindi, Somali, etc.)	\$ 0.40	38,808	\$ 15,523.20	N/A			N/A			N/A		
Formulating the Page	\$ 10.00	100	\$ 1,000.00	N/A			N/A			N/A		
24-hour turnaround - surcharge per word	\$ 0.10	15,363	\$ 1,536.30	N/A			N/A			N/A		
English to Braille	\$ 0.30	5,000	\$ 1,500.00	N/A			N/A			N/A		
Proofreading / Editing	\$ 40.00	25	\$ 1,000.00	N/A			N/A			N/A		
11) Services for Individuals with Hearing Loss Captioning and recording services	\$ 45.00	20	\$ 900.00	N/A			N/A			N/A		
Sub Totals			\$ 473,468.20			\$ 22,876.00		\$ 21,819.50			\$ 23,000.00	
Total for Spoken Language Services			\$549,850.20									

Contractor Initials: DWR
Date: 6.15

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

July 1, 2016 - June 30, 2017 SERVICE TYPE	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	# of Service Units Proposed 0.00	Total Cost of Service	Fee for Service Rate \$0.00	Billable Portal to Portal Hours 0.00	Total Cost of Travel Hours \$0.00	Travel Reimbursement Rate \$ 0.00	Billable Mileage 0.00	Total Cost of Travel \$0.00
1) Interpreter Interpretation * Billed according to NH DOE authorized rates and include administrative overhead												
a) American Sign Language (ASL) Interpretation	\$ 70.00	200	\$ 14,000.00	\$ 90.00	15	\$ 1,350.00	Included			\$ 0.575	10,000	\$ 5,750.00
English to Foreign Language (If 2 interpreters required for all of the above, each will be charged separately)	\$ 100.00	50	\$ 5,000.00	\$ 120.00	2	\$ 240.00	Included			\$ 0.575	300	\$ 172.50
b) Captioned Deaf Interpretation (CDI)	\$ 80.00	86	\$ 6,880.00	\$ 100.00	5	\$ 500.00	Included			\$ 0.575	5500	\$ 3,162.50
c) Oral Interpretation/Transcription	\$ 70.00	10	\$ 700.00	\$ 90.00	5	\$ 450.00	Included			\$ 0.575	1000	\$ 575.00
d) Deaf-Blind Tactile Interpretation	\$ 70.00	10	\$ 700.00	\$ 90.00	5	\$ 450.00	Included			\$ 0.575	1000	\$ 575.00
e) Cued Speech Interpretation	\$ 70.00	10	\$ 700.00	\$ 90.00	5	\$ 450.00	Included			\$ 0.575	1000	\$ 575.00
2) CART Services (1-hour minimum)	\$ 145.00	30	\$ 4,350.00	N/A			\$ 70.00	10	\$ 700.00	\$ 0.575	4000	\$ 2,300.00
Projector for CART	\$ 40.00	10	\$ 400.00	N/A								
3) Video Remote Interpretation (VRI) ASL \$3.00 / minute	\$ 3.00	1000	\$ 3,000.00	N/A			N/A			N/A		
4) Services for individuals who experience Speech Impairments	\$ 45.00	15	\$ 675.00	\$ 65.00	2	\$ 130.00	\$ 35.00	5	\$ 175.00	\$ 0.575	200	\$ 115.00
English to Foreign Language	\$ 65.00	5	\$ 325.00	\$ 65.00	2	\$ 130.00	\$ 35.00	5	\$ 175.00	\$ 0.575	200	\$ 115.00
5) Other												
Internet access fee per month	\$ 100.00	12	\$ 1,200.00	N/A			N/A			N/A		
per location		13	\$ 1,300.00	N/A			N/A			N/A		
Samsung Tablets	\$ 350.00	13	\$ 4,550.00	N/A			N/A			N/A		
Sub Totals			\$ 61,080.00			\$ 3,740.00			\$ 1,650.00			\$ 13,340.00
Total for Deaf & Hard of Hearing Services			\$ 79,210.00									

Contractor Initials: *DWR*
 Date: *6-1-15*



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

DWR

6-1-15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

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

Contractor Name: Ascentria Community Services, Inc

6.1.15
Date

Dana Rawick
Name: Dana Rawick
Title: VP/COO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Ascentria Community Services, Inc.

6-1-15
Date

Dana Rain
Name: Dana Rain
Title: EVP/COO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Ascentria Community Services, Inc.

6.1.15
Date

Dana Ramish
Name: DANA RAMISH
Title: EOB / COO



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

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

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

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

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

Exhibit G

Contractor Initials

DMM

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: Ascentria Community Services, Inc.

6.1.15
Date

Dana Ruzick
Name: Dana Ruzick
Title: ERP/COO

Exhibit G

Contractor Initials

DR

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

Date

6.1.15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Ascentria Community Services, Inc

6-1-15
Date

Dana Rait
Name: Dana Rait
Title: EVP/COO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

DWR

6-1-15



Exhibit I

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

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

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

Dmr

6.1.15



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

3/2014

Contractor Initials

DWR

Date

6-1-15



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

N. H.
The State

Ascension Community Services, Inc.
Name of the Contractor

Nicholas A. Toumpas
Signature of Authorized Representative

Dave Rein
Signature of Authorized Representative

Nicholas A. Toumpas
Name of Authorized Representative

Dave Ramirez
Name of Authorized Representative

Commissioner
Title of Authorized Representative

EVP/COO
Title of Authorized Representative

6-9-15
Date

June 1, 2015
Date



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

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

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

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

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

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

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

Contractor Name: Ascentria Community Services, Inc.

6-1-15
Date

Dana Rank
Name: Dana Rankin
Title: Exec VCOO

Contractor Initials DRR
Date 6-1-15



FORM A

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

1. The DUNS number for your entity is: 965 875 1644
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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