



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

January 23, 2018

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Ascentria Community Services d/b/a The Language Bank (VC 222201), Concord, NH in the amount not to exceed \$8,000 for in-person American Sign Language (ASL) interpretation services from the date of Governor and Council approval through June 30, 2019. 100% Federal funds.

Federal funding is available in State FY 2018 forward as follows with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2018</u>	<u>SFY 2019</u>
10-02700-80400000-230-500765	Interpreter Services	\$4,000	\$4,000

EXPLANATION

NHES is requesting approval of the attached agreement for in-person ASL interpretation. While the \$8,000 agreement amount is less than the allowable threshold, NHES has another competitively bid agreement for in-person foreign language interpretation services in the amount of \$12,000 with the same vendor for SFY 2018-2019.

NHES applied for and was awarded supplemental federal funds to support these services. This agreement will help ensure equal, effective and meaningful access to NHES programs and services. The agreement total of \$8,000 is for the period upon Governor and Council approval through June 30, 2019.

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

Respectfully submitted,

George N. Copadis
Commissioner

Attachments
GNC/jdr

RFP # NHES 2018-03

	MAXIMUM POINTS	Ascentria Community Services	Northeast Deaf and Hard of Hearing Services	ALC
<p>TECHNICAL PROPOSAL With the following potential maximum scores for each Technical Proposal category:</p>	55			
1) Relevant Experience and Overall Qualifications	20	20	20	10
2) Vendor Team, Staffing and Ability to meet RFP Requirements	20	20	17	5
3) References from clients for whom interpreter services have been performed, with an additional 5 points reserved for public sector client references.	15	15	15	15
PRICE PROPOSAL	45	44	41	45
TOTAL	100	99	93	75

EVALUATION TEAM:

Colleen O'Neill, Administrator

Pamela Szacik, Administrator

Karen Levchuk, Counsel

Jill Revels, Business Administrator

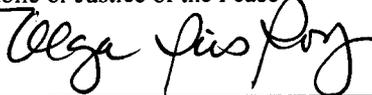
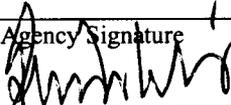
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Ascentria Community Services, Inc. d/b/a The Language Bank		1.4 Contractor Address 14 East Worcester Street, Suite 300, Worcester, MA 01604	
1.5 Contractor Phone Number 844-579-0610	1.6 Account Number 10-027-8040-230-500765	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$8,000.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy Johnstone, Executive Vice President of Operations	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>28 December 2017</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]		OLGA I. ROY, Notary Public State of New Hampshire My Commission Expires February 15, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>1/17/18</u>		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/17/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials 
Date 12/28/2012

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

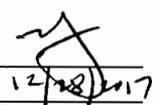
Handwritten signature and date: 12/28/2017

EXHIBIT A

1 SCOPE OF SERVICES

New Hampshire Employment Security (NHES) administers unemployment compensation benefits and oversees programs designed to assist unemployed individuals in seeking and finding gainful employment. In its delivery of services, NHES strives to ensure that information about Unemployment Insurance (UI) benefit processes, including claims filing, Benefits Rights Information (BRI), continued claims, fact-finding, adjudication and determinations, and appeals hearings/decisions, as well as referrals and links to reemployment services, is accessible to all claimants.

The Vendor will provide ASL interpreter services on an “as needed” basis for any of the twelve (12) NHES Local Offices in the State of New Hampshire, as well as for related off-campus hearings and events. These services are needed to ensure that the Department’s customers who are deaf or hard of hearing, and for whom ASL is a primary language, are able to access services and information without undue barriers and are afforded due process in adjudicatory proceedings. The Vendor shall provide ASL interpreter services using qualified personnel as identified in its Proposal dated October 31, 2017, submitted in response to RFP NHES 2018-03, based on identified needs and as funds permit. The Proposal is hereby incorporated by reference. The initial term of the contract shall be for a period of two (2) years, with the potential for a one (1) year extension as provided at Exhibit C.

The Contract Work consists of scheduling and providing all labor, expertise, materials, equipment, and transportation necessary to provide in-person ASL interpretation through any and all phases of a claimant’s interaction with NHES. Interpreter services will be provided on an as-needed basis, and no minimum amount of work is guaranteed under this Contract. ASL interpretation should be conducted accurately and faithfully to convey full meaning of the source. Interpretations should reflect the style and register of the source message without omissions, additions, or embellishments.

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

Contractor Initials

Date  12/28/2017

- B.** The Vendor shall ensure interpretation services are technically correct and meet applicable ethical standards in the field of ASL interpretation in accordance with the NAD-RID Code of Professional Conduct.

- C.** The Vendor shall deliver interpreter services within five (5) to seven (7) business days after receiving a request from NHES.

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

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

1.1 PROJECT STAFFING

Project staffing shall be as identified in the Vendor's Proposal beginning at p. 6.

1.2 QUALITY ASSURANCE

Quality assurance shall be as identified in the Vendor's Proposal beginning at p. 6. Quality assurance measures may include use of the feedback section provided in Lingo for the identified purposes and use of client profile information to ensure that assigned interpreters best meet clients' communication needs.

1.3 COMMUNICATION

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

EXHIBIT B

2 PRICE TERMS

2.1 PRICING IN ACCORDANCE WITH PROPOSAL

The Contract is for a term beginning on Governor and Council approval and continuing for a period of two (2) years, unless further extended as described in Exhibit C, Paragraph 1. All invoices must be submitted by no later than a month prior to the expiration of the Contract term to allow for processing. The Vendor agrees to provide NHES with American Sign Language interpretation services in accordance with the terms and specifications of the Request for Proposal at prices quoted in the Proposal and as shown below:

	Rate for Services		Travel Charges	
	Hourly Rate		Hourly Rate	Mileage
	Monday – Friday 8:00 a.m. – 4:30 p.m.		Flat Rate	Per Mile Rate
ASL Interpretation	\$75.00 per hour		\$75.00 per hour Portal to Portal	\$ Current IRS rate
Minimum Charge Policy	Minimum charge of 2 hours per request (including portal to portal travel time). Additional charges will be in half hour time intervals. If a request is cancelled with less than 48 hours' notice (2 full business days prior to scheduled service), NHES will pay for the entire block of time that was scheduled.			
Special Pricing - CDI	If a client needs a Certified Deaf Interpreter, there is a 2 hour minimum and the cost is \$95.00 per hour.		\$95.00 per hour Portal to Portal	

Total Contract Cost Not to Exceed for the term: **\$8,000.00**

2.2 INVOICES

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

Jill Revels, Business Administrator
New Hampshire Employment Security
Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

Contractor Initials 
Date 12/28/17

EXHIBIT C

3 ADDITIONAL PROVISIONS

3.1 TERM & EXTENSION

The Contract will begin upon Governor and Council approval, and remain in effect for a period of two (2) years unless terminated sooner as provided for in applicable contract provisions. The Contract may be extended for up to one (1) additional year upon at the sole option of the State, subject to the Parties' prior written agreement on terms and applicable fees for the extended term, contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.

3.2 CONTRACT DOCUMENTS

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

3.3 TERMINATION FOR CONVENIENCE

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

3.4 CONFIDENTIALITY AND CRIMINAL RECORD

The Vendor and each of its employees/contractors working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** prior to the start of any work under this Contract. If there is any individual working for the Vendor who will be visiting an NHES facility who has not completed such screening process, the Vendor agrees that a Criminal Record Authorization Form will be provided prior to the start of any on site work by such employee unless the Parties agree that other existing background check information may be substituted. There is a fee for each background check required which will not be passed on to NHES for payment.

3.5 INSURANCE

The Vendor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain workers' compensation and liability insurance for all personnel engaged in the performance of the Contract work and provided updated certificates for such coverage.

Contractor Initials 

Date 12/28/2017

3.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS

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

3.7 VENDOR APPLICATION/ALTERNATE W-9

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

3.8 AMERICANS WITH DISABILITIES ACT

The undersigned Vendor agrees to comply with the Americans with Disabilities Act, and applicable State and Local rules and regulations that prohibit discrimination based upon a disability.

3.9 NON-DISCRIMINATION

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

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

Appendix A

NH EMPLOYMENT SECURITY LOCAL OFFICES
151 Pleasant St. Berlin NH 03570-0159
17 Water Street Claremont NH 03743-2261
45 South Fruit Street Concord NH 03301-4857
518 White Mountain Highway Conway NH 03818
149 Emerald Street Keene NH 03431
426 Union Ave. Suite 3 Laconia NH 03246-2894
646 Union St. Suite 100 Littleton NH 03561
300 Hanover St Manchester NH 03104-4957
6 Townsend West Nashua NH 03060-3285
2000 Lafayette Rd Portsmouth NH 03801-5673
29 S Broadway Salem NH 03079-3026
6 Marsh Brook Drive Somersworth, NH 03878-3878

Contractor Initials

Date  12/28/17

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

EXHIBIT D
CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of the Ascentria Community Services, Inc.

(name of corporation)

held on September 21, 2015 Directors were present or waived notice,
(date)

it was voted that Tim Johnstone, Executive VP of this company be and
(officer and title)

hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

[Signed]
Ascentria Community Services, Inc.
[Company Name and Address]
14 East Worcester St, Suite 300
Worcester, MA 01604

I hereby certify that I am the Clerk of the Ascentria Community Services, Inc.
(Title) (Name of Corporation)

that Tim Johnstone is the duly elected Executive Vice President
(Name of Officer) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

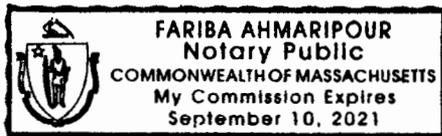
Signature: Elena Ketnouvong
Name/Title: Elena Ketnouvong, Clerk
Date: January 8, 2018
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 8th day of Jan, 2018, before me the undersigned notary public, personally appeared Elena Ketnouvong, who proved to me through satisfactory evidence of identification, which was/were (Personally Known), to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

Fariba Ahmaripour
Notary Public
My commission expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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

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

PRODUCER Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): E-MAIL ADDRESS: thousman@hayscompanies.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Ascentria Care Alliance 14 East Worcester Street Suite 300 Worcester MA 01604	INSURER A: Philadelphia Insurance Companies 92535	
	INSURER B: Philadelphia Indemnity Ins Co 18058	
	INSURER C: Employers Insurance Company of 21458	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1717411	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1717405	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB556695	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC-611-262252-017	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Department of Employment Security (NHES) is Additional Insured as respects general liability where required by written contract.

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