



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

July 14, 2017

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 \$12,000 for in-person interpretation and written translation 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	\$6,000	\$6,000

EXPLANATION

NHES is requesting approval of the attached agreement for in-person interpretation and written translation services. NHES applied for and was awarded supplemental federal funds to support these services. This contract will help ensure equal, effective and meaningful access to NHES programs and services. The contract total of \$12,000 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. Additionally, NHES sent forty-six (46) vendors, all of which were obtained from an agency vendor database, the RFP. Nine (9) vendors submitted proposals for in-person interpretation and written translation 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

NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY

Request For Proposal (RFP) NHES-2017-06

INTERPRETATION SERVICES

Proposal Opening 04/10/2017 @ 4:15pm

VENDOR NAME	SCORE	RANK
Baystate Interpreters	81	3
Midland Language Center	67	9
The Language Bank (member of Ascentria Care Alliance)	97	1
AdAstra	92	2
Pinpoint Transalation	79	4
Linguistic Arete LLC	73	7
Seprotect	78	5
All World Language Consultants	77	6
Language Translation Services	71	8

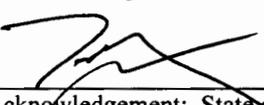
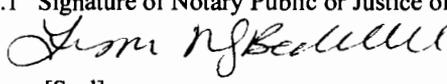
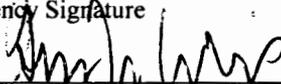
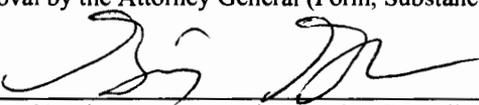
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 261 Sheep Davis Road, Concord, NH 03301	
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 \$12,000.00
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 <i>NH</i> , County of <i>Hillsborough</i> On <i>July 10, 2017</i> , 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]		LYNN MS BEDWELL, Notary Public State of New Hampshire My Commission Expires September 7, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace Lynn MS Bedwell, Notary			
1.14 State Agency Signature 		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: <i>7/13/17</i>			
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




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.

Contractor Initials

Date



EXHIBIT A

1 SCOPE OF SERVICES

1.1 OVERVIEW

New Hampshire Employment Security (“NHES”) administers unemployment compensation benefits and oversees programs designed to assist unemployed individuals in seeking and finding gainful employment. The scope of services to be provided by The Language Bank (the “Contractor”) under this Agreement includes performing all work, and providing all labor, materials, tools, equipment and transportation necessary to provide in-person foreign language interpretation in the target languages through any and all requested phases of a claimant’s interaction with NHES. The purpose of carrying out this work is to ensure that the Department’s limited English proficient (LEP) customers (also referred to as “claimants”) are able to obtain access to available programs and benefits without language barriers, and are afforded due process in adjudicatory proceedings. In some cases, associated document translation may be requested.

Document translation services will be utilized on an as-needed basis, with no minimum amount of work guaranteed under this agreement. Foreign language interpretation and associated document translation must be conducted so as to faithfully and accurately convey the meaning of the source language. Interpretations should reflect the style, register and cultural context of the source message without omissions, additions or embellishments.

1.2 DELIVERABLES

Services will be provided as described in the Contractor’s Technical and Cost Proposal dated April 10, 2017, submitted in response to RFP # NHES2017-06 for Language Interpretation Services. The Contractor’s Proposal is hereby incorporated by reference into this Agreement.

A. Foreign Language Interpretation Services will include the following:

1. Providing face-to-face interpretation (from English to another language or vice versa) for NHES’ LEP customers in a professional manner.
2. Ensuring that all interpreters providing services under this Agreement are professionally trained, with a verified level of fluency in the specified target language(s).
3. Face-to-face interpretation services shall be provided in NHES facilities in up to twelve (12) locations statewide. Travel will be charged at the rates stated in the Contractor’s Technical and Cost Proposal (“Proposal”) at Exhibit B, Vendor Price Proposal.

Contractor Initials 
Date 

- B. Foreign Language Written Translation Services may be used as a support to the Interpreter Services in this agreement and may include the following:
1. Providing written translation services (from English to another language or vice versa) for LEP clients.
 2. Providing document translations for use in an electronic format.
 3. Working with NHES to maintain accurate documentation of English and second language translation documents in an archivable format.
 4. Forwarding or transferring translations electronically in a secure format.
 5. Translation services shall be provided at the Contractor's work site or in other locations as mutually agreed.
- C. For both interpretation and translation services, the Contractor shall ensure that language interpretation and translations are technically correct and culturally proper.
- D. Contractor shall deliver language interpretation services within one day (24 hours) to three days (72 hours) after receiving a request from NHES. As described in the Proposal, requests for interpreters will be made via "Lingo," the Contractor's web-based database. The Contractor warrants that Lingo is a secure system through which users may schedule interpreters and see a calendar view of appointments. The Contractor will establish appropriate access levels to Lingo for designated NHES staff and administrators. Administrator level access will be provided to allow the option of printing reports for data collection.
- E. Interpreters must be able to travel to and from NHES' facilities throughout New Hampshire to attend hearings and/or provide other services. See Attachment A to this Agreement for an NHES Facilities List. 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.
- F. The Contractor shall provide translation of documents and other written materials within one day (24 hours) to four days (96 hours) after receiving a request from NHES, assuming that the records to be translated are not voluminous. Contractor shall employ quality assurance measures as described in the RFP Response at Section F-iii and F-iv.
- G. The Contractor will be provided timely access to electronic copies of materials and other resources as may be needed to complete the work. Electronic copies shall be transmitted via a secure process available at <https://securefile.ascentria.org/filedrop/Language Bank> . The Contractor must maintain the confidentiality of all materials received and produced

Contractor Initials 
Date 7/17/17

in connection with this work to the extent they are not already in the public domain. All material translated in the course of the contract work will remain the property of NHES.

- H. All documents that are provided for translation and any translated copies will be maintained in a secure environment. Access will be restricted to only those authorized personnel who need it to perform their work within the confines of this Agreement. The Contractor agrees to process and store data in a manner that will protect its confidentiality and in such a way that unauthorized persons cannot access or retrieve the data by means of computer, remote terminal or other means. Data will be retained only for the period required for the work to be performed. The Contractor agrees to promptly report to NHES any suspected violations of the confidentiality requirements of this Agreement.
- I. Foreign language interpreter services have been used most frequently to assist claimants applying for unemployment benefits and/or seeking reemployment services at one of NHES' twelve (12) Local Offices. Interpreter services may be used when claimants require in-person assistance at administrative hearings regarding benefits. Interpreter services may also be used from time to time 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 intensive reemployment services and workshops. In each case, services must be provided in accordance with the timetable indicated above.
- J. Qualified interpreters are needed for a range of languages, including but not limited to: Spanish, Portuguese, Mandarin, Cantonese, French, Haitian, Korean, Vietnamese, Armenian, Cambodian, Bosnian, Arabic, Farsi, Bhutanese, Kinyarwanda and Swahili. The charges for all language translation provided under this Agreement will conform to the rates set forth in the Contractor's Technical and Price Proposal at Exhibit B.

1.3 PROJECT STAFFING

Key project staffing shall be provided as described in the Proposal. Qualified interpreters/translators selected to work on the project will be as identified in the Proposal unless otherwise reviewed with and consented to by NHES.

1.4 QUALITY OF WORK AND QUALITY ASSURANCE

The work shall proceed in accordance with the Proposal, including communication process, client service, internal tracking, escalation and problem resolution and program evaluation. The Contractor's management activities will include the oversight of schedule, quality of deliverables and client service. The Contractor's responsibilities include meeting all contract requirements

Contractor Initials 
Date 7/20/2017

and upholding quality standards identified in the Proposal. The Contractor's Quality Assurance Process, including translation, editing and proofreading and, internal QA, shall be carried out in all respects as per the Proposal.

Contractor Initials 
Date 7/10/17

EXHIBIT B

2 PRICE TERMS

2.1 PRICING IN ACCORDANCE WITH PROPOSAL

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning upon Governor and Council approval and continuing through June 30, 2019. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

	Spanish	Vietnamese	Bosnian	Arabic	Chinese
Per Hour In-person Interpretation Rates*	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Per Word Written Translation Rates	\$0.18	\$0.28	\$0.28	\$0.28	\$0.28
* Two hour minimum applies.					

Per Word translation rate pricing is inclusive of translating, editing, proofreading, formatting and delivery of materials.

Hourly unit pricing for in-person interpretation and document translation in languages other than the five languages specified above will be consistent with the uniform rates set forth in the above table. Per word written translation rates for languages other than those specified above will be agreed upon prior to work being performed.

Total Contract Cost Not to Exceed for the term: **\$12,000.00**

2.2 INVOICES

The Contractor will invoice upon completion of each request for interpretation services or document translation services.

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 7/10/17

EXHIBIT C

3 ADDITIONAL PROVISIONS

3.1 TERM & EXTENSION

The agreement will begin upon Governor and Council approval and remain in effect until June 30, 2019, unless terminated sooner as provided for in the applicable contract provisions. The Contract may be extended for up to two (2) additional years upon mutual agreement of the parties and subject to the approval of Governor and Council.

3.2 CONTRACT DOCUMENTS

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

3.3 TERMINATION FOR CONVENIENCE

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

3.4 CONFIDENTIALITY AND CRIMINAL RECORD

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

3.5 DAMAGE

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

3.6 INSURANCE

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

Contractor Initials _____
Date 7/15/19

3.7 SUB-CONTRACTING

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

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

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

3.9 VENDOR APPLICATION/ALTERNATE W-9

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

3.10 AMERICANS WITH DISABILITIES ACT

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

3.11 NON-DISCRIMINATION

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

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

Contractor Initials _____
Date 7/10/2011

ATTACHMENT 1

<u>NHES OFFICE</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
151 Pleasant St. Berlin NH 03570-0159	Mark Belanger, Mgr.	(603) 752-5500
17 Water Street Claremont NH 03743-2261	KB Miller, Mgr.	(603) 543-3111
45 South Fruit Street Concord NH 03301-4857	Carol Cantin, Mgr.	(603) 419-9757
518 White Mountain Highway Conway NH 03818	Kathy Howard, Mgr.	(603) 447-5924
149 Emerald Street Keene NH 03431	KB Miller, Mgr.	(603) 352-1904
426 Union Ave. Suite 3 Laconia NH 03246-2894	Carol Cantin, Mgr.	(603) 524-3960
646 Union St. Suite 100 Littleton NH 03561	Kathy Howard	(603) 444-2971
300 Hanover St Manchester NH 03104-4957	J. Dubois, Mtn.	(603) 656-6602
6 Townsend West Nashua NH 03060-3285	Mike Walden, Mgr.	(603) 882-5177
2000 Lafayette Rd Portsmouth NH 03801-5673	Sarah Morrissey, Mgr.	(603) 436-3702
29 S Broadway Salem NH 03079-3026	Mike Walden, Mgr.	(603) 893-9185
6 Marsh Brook Drive Somersworth, NH 03878-3878	Sarah Morrissey, Mgr.	(603) 742-3600

Contractor Initials 
Date 7/14/07



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2017

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, 2nd Floor Boston MA 02110	CONTACT NAME: Tina Rothemich	
	PHONE (A/C, No, Ext): (617) 723-7775 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Ascentria Care Alliance 14 East Worcester Street Suite 300 Worcester MA 01604	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Philadelphia Insurance Companies	92535
	INSURER B Employers Ins. Co. of Wausau	21458
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master Cert 5 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:			PHPK1552687	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1552687	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			PHUB556695	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC-611-262252-016	10/1/2016	10/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ascentria Community Services, Language Bank is included as a named insured.

CERTIFICATE HOLDER New Hampshire Department of Employment Security Fiscal Management Section 45 South Fruit Street Concord, NH 03301-4857	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/CQUIRK

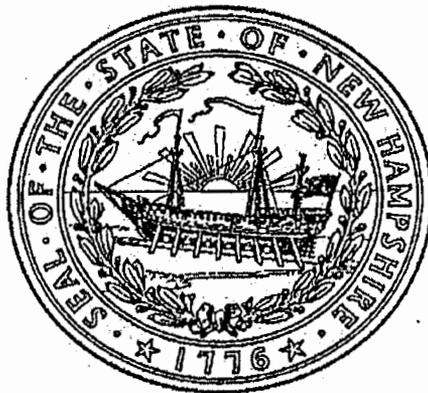
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State of New Hampshire
Department of State

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 copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on September 29, 2016:

Resolved that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the CEO, board of directors or executive committee in accordance with the agency signing authority policy.

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

- | | |
|-----------------------|--------------------------|
| <u>Angela Bovill</u> | President |
| <u>Tim Johnstone</u> | Executive Vice President |
| <u>Dana Ramish</u> | Executive Vice President |
| <u>James Coyle</u> | Executive Vice President |
| <u>Nicholas Russo</u> | Treasurer |

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10 day of July, 2017.
(Date Contract Signed)

5. Tim Johnstone is the duly elected Executive Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elena Garcias-Ketnouvong
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Worcester

The forgoing instrument was acknowledged before me this 17th day of July, 2017,

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

Barbara Ann C. Karpinski
(Notary Public Justice of the Peace)

Commission Expires: 3/9/2023
NH DHHS, Office of Business Operations
Bureau of Provider Relationship Management
Certificate of Vote Without Seal

