



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

March 26, 2021

His Excellency, Governor Christopher T. Sununu  
State House  
Concord, NH 03301

**REQUESTED ACTION UNDER RSA 21-P:43; RSA 4:45; RSA 4:47; AND EXECUTIVE ORDER 2020-04, AS EXTENDED BY EXECUTIVE ORDERS 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, AND 2021-04.**

Authorize New Hampshire Employment Security (NHES) to enter into a contract amendment with Telcelanguage, Inc. (VC# 173251), Portland, Oregon, increasing the contract amount by \$6,500 from \$24,000 to \$30,500 for increased telephone interpretation service needs resulting from the COVID-19 pandemic. 100% Federal funds.

The original contract was approved by Governor and Council on June 6, 2018 (Item #70) following a competitive bid process. Federal funding is available in State FY 2021 as follows:

<b>02-27-27-270010-8040</b>	<b>DEPT OF EMPLOYMENT SECURITY</b>	<b><u>SFY 2021</u></b>
10-02700-80400000-230-500765	Interpreters	\$6,500

**EXPLANATION**

NHES is requesting approval of the attached Contract Amendment #1 increasing the price limitation in order to accommodate the unexpected and unprecedented increase in unemployment claim activity and resulting telephone interpretation costs.

In the event Federal funds become no longer available, General funds will not be requested to support this contract amendment.

Respectfully submitted,

George N. Copadis  
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04 and suspend the Manual of Procedures 150 V. B. 1. requirement.

3.31.21

Date

Name: Governor Christopher T. Sununu

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
TELEPHONE INTERPRETATION SERVICES  
CONTRACT 2018-04  
CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor and Council on June 6, 2018, Item #70, based upon RFP #2018-04 (hereinafter referred to as "Agreement"), Telelanguage, Inc. (hereinafter referred to as "Vendor" or "Telelanguage") agreed to supply telephone interpretation services to New Hampshire Employment Security (hereinafter referred to as "the Department" or "NHES"), based upon terms and conditions specified in the Agreement, and in consideration of payment of certain fees by NHES;

WHEREAS, pursuant to Agreement P-37 Section 18, the 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;

WHEREAS, increased telephone translation usage and costs associated with unprecedented unemployment claims resulting from the COVID-19 pandemic necessitate an increase to the price limitation;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and as set forth herein, the Parties agree as follows:

**Table 1 Contract 2018-04 TELEPHONE INTERPRETATION SERVICES**

Amendment #1	AMENDED TEXT				
Agreement (Form P-37) Section 1.8 Pricing	The Agreement is hereby amended as follows:				
	Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation from \$24,000.00 to \$30,500.00.				
Exhibit B Section 2.1	Delete the Total Contract Cost Not to Exceed table in Section 2.1 and replace with the following:				
		Year 1	Year 2	Year 3	Total
	Breakdown by Year	\$8,000.00	\$8,000.00	\$14,500.00	\$30,500.00

**Contract History**

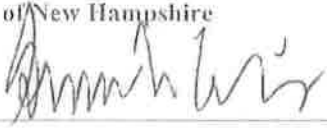
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-04	Original Contract	June 30, 2021	June 6, 2018 Item #70	\$24,000.00
2018-04-01	Amendment #1	June 30, 2021	TBD	\$6,500.00
<b>CONTRACT TOTAL</b>				<b>\$30,500.00</b>

Except as provided herein, all other provisions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below:

  
\_\_\_\_\_  
Tim Bernal, Project Manager  
Telelanguage, Inc.

Date: 03 / 15 / 2021

State of New Hampshire  
  
\_\_\_\_\_  
George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 3/22/21

**Approved by the Attorney General (Form, Substance and Execution)**

/s/ Stacie M. Moeser  
State of New Hampshire, Department of Justice

Date: March 24, 2021

# 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 TELELANGUAGE INC is a Oregon Profit Corporation registered to transact business in New Hampshire on May 14, 2018. 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: 794871

Certificate Number: 0005289077



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of March A.D. 2021.

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

William M. Gardner  
Secretary of State

**Certificate of Authority # 1**

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, Michael Alaniz, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Telelanguage, Inc.. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 11, 2021,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Tim Bernal, Account Executive (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Telelanguage, Inc. with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

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

**DATED:** 3/23/21

**ATTEST:**

  
(Name & Title)



TELEINC-01

CLABARON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2021

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Leonard Adams Insurance, Inc. 5201 SW Westgate Dr #300 Portland, OR 97221	CONTACT NAME: PHONE (A/C, No, Ext): (503) 296-0077 FAX (A/C, No): (503) 296-0044 E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: Hiscox INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Telelanguage Inc 610 SW Broadway Suite 200 Portland, OR 97205	NAIC # 11000 10200

## COVERAGES

## CERTIFICATE NUMBER:

## 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			52SBAPW5861	3/17/2021	3/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			52SBAPW5861	3/17/2021	3/17/2022	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBAPW5861	3/17/2021	3/17/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabili			MPL1195474.21	3/17/2021	3/17/2022	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All operations of the named insured subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Employment Security  
45 South Fruit Street  
Concord, NH 03301

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/20

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 have ADDITIONAL INSURED provisions or 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**  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive, Suite #1100  
Miami, FL 33131-4997

**CONTACT**  
NAME: Aon Risk Services, Inc of Florida  
PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514  
EMAIL ADDRESS: ADP.COI.Center@Aon.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: New Hampshire Ins Co

23841

**INSURED**  
ADP TotalSource FL Xi, Inc.  
10200 Sunset Drive  
Miami, FL 33173  
ALTERNATE EMPLOYER  
Telcelangua Inc.  
610 Southwest Broadway, Suite 200  
Portland, OR 97205

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 3029181

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$
	<input type="checkbox"/> OTHER						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRE AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DEC						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 027114669 OR	7/1/2020	7/1/2021	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for TELELANGUAGE INC., paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. TELELANGUAGE INC. is an alternate employer under this policy.

**CERTIFICATE HOLDER**

Teletangua  
810 SW Broadway  
Portland, OR 97204

**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

*Aon Risk Services, Inc of Florida*

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ACORD 25 (2016/03)

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New Hampshire  
Employment  
Security

"We're working to keep New Hampshire working"

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



MAY 21 '18 AM 10:35 DAS

May 18, 2018

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

REQUESTED ACTION

VC 173521

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Telelanguage, Inc. (VC# 173251), Portland, Oregon, in the amount not to exceed \$24,000.00 for telephone interpretation services at NHES offices statewide from July 1, 2018 or the date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal funds.

Federal funds are available in the following account(s) for State Fiscal Year 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between SFYs through the Budget Office, if needed and justified.

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	SFY 2019	SFY 2020	SFY 2021
10-02700-80400000-23Q-500765	Interpreters	\$8,000	\$8,000	\$8,000

EXPLANATION

NHES is requesting approval of the attached agreement for telephone interpretation services. The contract total of \$24,000.00 is for the period from July 1, 2018 through June 30, 2021.

Competitive proposals were sought for telephone interpretation services at NHES offices statewide. Request for Proposal (RFP) NHES 2018-04 was publicly issued on March 28, 2018 to obtain qualified vendors. The RFP was posted to both the NH Procurement and Support Services and NHES websites. Also, previous proposers were notified.

Four (4) written conforming proposals were received by the due date of April 23, 2018. The proposer with the highest score was selected. A copy of the detailed proposal scoring sheet is attached.

Respectfully submitted/

George N. Copadis  
Commissioner





**New Hampshire Department of Employment Security  
Scoring Sheet**

**RFP # NHES 2018-04**

Telephone Interpretation Services

Issue Date: March 28, 2018

Due Date: April 23, 2018

	<b>MAXIMUM POINTS</b>	<b>Resolute Interpreting, LLC</b>	<b>Bromberg &amp; Associates, LLC</b>	<b>Medtalk Training, LLC</b>	<b>Telelanguage, Inc.</b>
<b>TECHNICAL PROPOSAL</b>	<b>60</b>				
With the following potential maximum scores for each Technical Proposal category:					
1) Relevant Experience and Overall Qualifications.	25	18	25	10	25
2) Vendor team, Staffing and Ability to meet RFP Requirements.	20	13	18	5	20
3) References from clients for whom interpreter services have been performed, with an additional 5 points reserved for public sector client references.	15	7	15	10	15
<b>PRICE PROPOSAL</b>	<b>40</b>	36	38	38	40
<b>TOTAL</b>	<b>100</b>	<b>74</b>	<b>96</b>	<b>63</b>	<b>100</b>

**EVALUATION TEAM:**

Pamela Szacik, Administrator

Colleen O'Neill, Administrator

Jill Revels, Business Administrator

RFP was posted to two state websites and previous proposers were notified.

4 Proposal(s) Submitted


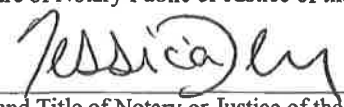
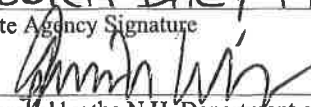
4 Responding Vendor(s)

**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 Telelanguage, Inc.		1.4 Contractor Address 514 SW 6th Avenue, 4th Floor, Portland, OR 97204	
1.5 Contractor Phone Number (503) 459-5683	1.6 Account Number 10-027-8040-230-500765	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$24,000.00
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 TIM BERNAL - PROJECT MANAGER	
1.13 Acknowledgement: State of <u>OREGON</u> , County of <u>MULTNOMA</u>			
On <u>05/03/2018</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]		OFFICIAL STAMP JESSICA CAMPBELL DALY NOTARY PUBLIC - OREGON COMMISSION NO. 953861 MY COMM. EXPIRES SEPTEMBER 11, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace JESSICA DALY, NOTARY PUBLIC			
1.14 State Agency Signature  Date: <u>5/11/18</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: <u>awp</u> On: <u>5/16/18</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

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.

## **EXHIBIT A**

### **1 SCOPE OF SERVICES**

#### **1.1 Overview**

NHES administers unemployment benefits, collects the taxes from employers which fund those benefits, and oversees programs assisting unemployed and employed individuals in finding and gaining employment. In its delivery of services, NHES strives to ensure that information about its programs is accessible to individuals with limited English proficiency (LEP) and individuals who are deaf or hard of hearing.

#### **1.2 Deliverables**

The scope of services to be provided by Telanguage, Inc. (the "Contractor") under this Agreement will consist of performing all work, to include providing all labor, materials, tools, equipment and transportation, necessary to provide telephone interpretation services, including VRI-Video Remote Interpreting at its offices statewide. Communications will often involve sensitive and confidential information and must be handled appropriately and professionally.

The Contractor's Technical and Cost Proposal submitted in response to RFP # NHES 2018-04 for Statewide Telephone Interpretation Services is hereby incorporated by reference into this Agreement.

Work under this Agreement will consist of scheduling and providing all work, labor, materials, tools, equipment, and transportation necessary to provide telephone interpretation through any and all phases of an individual's interaction with NHES. Interpreter services will be provided on an as-needed basis, and no minimum amount of work is guaranteed under the Agreement. Telephone interpretation should be conducted accurately and faithfully to convey full meaning of the source language. Interpretations should reflect the style, register and cultural context of the source message without omissions, additions, or embellishments.

In NHES' experience, language interpretation services have been used most frequently to assist individuals applying for unemployment benefits and/or seeking reemployment services and information via the telephone, the NHES website or at one of NHES' twelve (12) full service and (3) itinerant offices. Interpretation services may be used when claimants require assistance at administrative hearings relating to benefits. Telephone interpretation services may also be used periodically in other phases of interaction, including but not limited to individual and group meetings such as Benefits Rights Interviews (BRIs), investigation interviews, and individual reemployment services and workshops.

Contractor will:

- a. Provide telephonic interpretation (from English to another language or vice versa) including VRI-Video Remote Interpreting for NHES' LEP and deaf and hard of hearing customers in a professional manner.

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- b. Ensure all interpreters furnished are professionally trained with a verified level of fluency in the specified target language and American Sign Language (ASL), with certification by the National Association of the Deaf-Registry of Interpreters for the Deaf (NAD-RID). The Contractor shall ensure interpretation services are technically correct, culturally proper and meet applicable ethical standards in the field of ASL interpretation in accordance with the NAD-RID Code of Professional Conduct.
- c. Provide telephone interpretation, including VRI-Video Remote Interpreting at NHES facilities in up to twelve (12) full service and 3 itinerant locations statewide and off-site as needed. See Attachment A for a list of NHES facility locations.
- d. Provide access to 200+ languages and dialects (including less frequently requested languages) and provide a list of the available languages and dialects.
- e. Provide trained and experienced personnel including court certified interpreters qualified to interpret legal proceedings.
- f. Provide a clearly defined and effective pre-connection protocol and a live customer support process in place to facilitate the timely and proper assignment of each language request to a qualified interpreter.
- g. Provide conference call capability.
- h. Provide telephone interpretation services on an as-needed basis. While interpretation services will be needed primarily during NHES office hours, Monday through Friday, between 8:00 a.m. and 4:30 p.m., services must be available twenty-four (24) hours, seven (7) days per week, three hundred sixty-five (365) days per year for special circumstances.
- i. Provide a pin code system or other means to enable staff accessing telephone interpretation services to enter a (9) digit code for each call placed to identify department/section usage. This (9) digit code must be included on the appropriate line of each billing statement sent to NHES for approval and payment.
- j. Invoice on a monthly basis and contain usage in one-minute increments. The monthly itemized invoice will show sufficient detail including but not limited to agency code, code of the individual placing the call, date, time and duration of call, language requested, rate, and total.

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**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 July 1, 2018 or upon Governor and Council approval, whichever is later, and continuing through June 30, 2021. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Language	Rate per Minute	
	Monday - Friday 8:00AM-4:30PM EST plus Nights, Weekends & Holidays	
Spanish	\$	0.59
All others	\$	0.79
ASL via VRI	\$	3.49
Spanish via VRI	\$	0.99
All others via VRI	\$	1.49

Rates are all-inclusive

**Total Contract Cost Not to Exceed: \$24,000.00**

	Year 1	Year 2	Year 3	Total
Estimated Breakdown by Year	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 24,000.00

**2.2 Invoices**

The Contractor will invoice NHES on a monthly basis and must contain sufficient details.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

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Invoice must include the following:

- Agency code;
- Date, time and duration of interpretation;
- Language requested;
- Hourly rate and extensions; and
- Access code information (provided by the individual placing the call).

Invoices should be addressed to: New Hampshire Employment Security  
ATTN: Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301

Invoices should be e-mailed to: [accountspayable@nhes.nh.gov](mailto:accountspayable@nhes.nh.gov)

## **EXHIBIT C**

### **3 ADDITIONAL PROVISIONS**

#### **3.1 Term And Extension**

This Agreement will begin July 1, 2018 or upon Governor and Council approval, whichever is later, and remain in effect until June 30, 2021, unless terminated sooner as provided for in the applicable contract provisions.

#### **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. Contractor agrees to maintain the confidentiality of data obtained in the course of its work under this Agreement and to comply with all federal and state laws regarding the confidentiality of such information. It should be understood, without any reservation, that unless you have been specifically authorized to release confidential information by NHES you are prohibited from doing so. All requests for information should be referred to NHES. To reveal information made confidential by statute, will immediately place your contract in jeopardy and also make likely criminal prosecution as provided for in RSA 282-A:121. The Contractor has represented that its administrative staff and interpreter staff undergo NH criminal background checks as part of the hiring process.

#### **3.5 Damage**

Contractor agrees that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES 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'

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Compensation and employer's liability insurance for all Contractor employees engaged in the performance of the Agreement and provided updated certificates for such coverage.

### **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.

### **3.12 David-Bacon Act (Not applicable)**

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

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### **3.13 Payment Bond/Miller Act (Not applicable)**

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

Attachment A

<b>NH EMPLOYMENT SECURITY LOCAL OFFICES</b>
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
<b>ITINERANT LOCATIONS</b>
118 Main Street Colebrook NH 03576
53 Lincoln Street Exeter NH 03833
248 Highland Street Plymouth NH 03264

Contractor Initials

Date

IB  
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