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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF ECONOMIC & HOUSING STABILITY**

Lori A. Shibinette  
 Commissioner

Christine L. Santaniello  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
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June 14, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a contract with Southeastern Regional Education Service Center, (VC 154866), Bedford, NH, in the amount of \$576,442 to provide technical assistance and training to School Age Child Care Providers to retain and increase the availability of quality out-of-school time care slots, statewide, with the option to renew for up to four (4) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2023. 100% Federal Funds.

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

**05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	42117710	\$225,000
2023	102-500731	Contracts for Prog Svc	42117710	\$225,000
			<i>Subtotal</i>	<i>\$450,000</i>

**05-95-042-421110-24290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	TBD	\$74,073
2023	102-500731	Contracts for Prog Svc	TBD	\$52,369
			<i>Subtotal</i>	<i>\$126,442</i>
			<b>TOTAL</b>	<b>\$576,442</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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### **EXPLANATION**

The purpose of this request is to provide technical assistance, mentoring and training to School Age Child Care Providers and programs in order to retain, improve and increase the availability of school age child care slots statewide.

Approximately 3,000 School Age Child Care Providers will be served from July 1, 2021 to June 30, 2023.

The Contractor will conduct a needs assessment of School Age Child Care Providers to determine the degree of need for quality out-of-school time care; the number of current licensed and license-exempt School Age Child Care Providers statewide; the number of school age child care slots available statewide, by county; and the number of School Age Child Care slots needed statewide, by county. In addition, the Contractor will assess the specific training and technical assistance needs of current School Age Child Care Providers.

The Contractor will provide basic, intermediate and advanced trainings and technical assistance and/or mentoring to School Age Child Care Providers and programs. The trainings and technical assistance offered will assist licensed School Age Child Care Providers and programs meet staff professional development required by the NH Child Care Licensing Unit. In addition, these opportunities will assist license-exempt School Age Child Care Providers and programs enrolled in the NH Child Care Scholarship Program, which provides funding to income-eligible families to help pay for child care, meet the initial and annual staff professional development requirements. Training and technical assistance topics include program management; overview of the afterschool credentialing process; identifying and serving children and families experiencing homelessness; Social Emotional Learning; prevention of suspension and expulsion of children and/or youth from programs; and the New Hampshire Quality Recognition and Improvement System.

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

- The number of School Age Child Care Providers that participate in training.
- The number of trainees reporting an increase in skills and/or knowledge on Participant Training Evaluation Surveys.
- The number of School Age Child Care Providers that receive technical assistance.
- The number of technical assistance recipients reporting an increase in skills and/or knowledge on Consultation Evaluation Surveys.
- The number of School Age Child Care Programs that participate in the New Hampshire Quality Recognition and Improvement System as a result of technical assistance provided.
- The number of School Age Child Care Providers that apply for and receive an Afterschool Credential.
- The increased number of slots available statewide as a result of training and technical assistance provided to existing and potential School Age Child Care Programs.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 31, 2021 through April 28, 2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request; technical assistance, training and mentoring may not be available to School Age Child Care Providers and programs, which would impact the Department's ability to retain, improve and increase the availability of school age child care slots statewide, and could result in a reduction of available quality school age child care slots statewide. In addition, the Department may be out of compliance with the Child Care and Development Block Grant Act, which requires the State to fund quality activities that may include supporting training and professional development of the child care workforce.

Area served: Statewide

Source of Funds: CFDA #93.575, FAIN #2101NHCCDF and FAIN 2101NHCD6

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner



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

**Technical Assistance and Training for  
School Age Child Care Providers**

**RFP-2022-DEHS-03-TECHN**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

- 1. SERESC
- 2. 0
- 3. 0

Pass/Fail	Maximum Points	Actual Points
	375	351
	375	0
	375	0

- 1. Benjamin Hoffman
- 2. Claudette Mallory
- 3. Kristin Booth
- 4. Michael Bradley
- 5. Jessica Dow

**Subject:** Technical Assistance and Training for School Age Child Care Providers  
(RFP-2022-DEHS-03-TECHN-01)

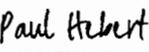
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Southeastern Regional Education Service Center		<b>1.4 Contractor Address</b> 165 South River Road, Unit F Bedford, NH 03110	
<b>1.5 Contractor Phone Number</b> (603) 206-6800	<b>1.6 Account Number</b> 05-95-42-421110-2978 05-95-42-421110-2429	<b>1.7 Completion Date</b> June 30, 2023	<b>1.8 Price Limitation</b> \$576,442
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> <small>DocuSigned by:</small>  Date: 6/15/2021 <small>0BBA775B4FDD4B1...</small>		<b>1.12 Name and Title of Contractor Signatory</b> Paul Hebert Executive Director	
<b>1.13 State Agency Signature</b> <small>DocuSigned by:</small>  Date: 6/15/2021 <small>0D0054FFCEED4B1...</small>		<b>1.14 Name and Title of State Agency Signatory</b> Christine Santaniello Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  <small>05CA9902E32C4AF...</small> Catherine Pinos On: 6/16/2021			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

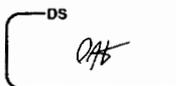
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

Contractor Initials   
Date 6/15/2021

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials

*OFF*

Date 6/15/2021

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide technical assistance and training services to School Age Child Care Providers in order to retain and increase the availability of quality afterschool care slots, statewide.
- 1.2. The Contractor shall ensure services are available to School Age Child Care Providers, statewide, including, but not limited to, providers who:
  - 1.2.1. Are licensed as a center-based or home-based child care program as defined by New Hampshire Administrative Rule He-C 4002, Child Care Licensing Rules, who serve children in any age group from six (6) weeks through twelve (12) years of age; or
  - 1.2.2. Are license-exempt in accordance with NH Revised Statutes Annotated (RSA) 170-E:3, I (a), (c), (f), (g), and (h); and
  - 1.2.3. Serve elementary school age children in a wide variety of settings during:
    - 1.2.3.1. The before and after school hours;
    - 1.2.3.2. Days when school is not in session, or is only in session remotely; and
    - 1.2.3.3. Holidays and vacations.
- 1.3. For the purposes of this agreement, all references to days shall mean business days, Monday through Friday.
- 1.4. The Contractor shall comply with the requirements set forth in NH Revised Statutes Annotated (RSA) 170-E:7 State Registry and Criminal Records Check; Revocation of Registration and Withholding of State Funds.
- 1.5. The Contractor shall engage the Department, schools, and community based providers in order to obtain information necessary to successfully frame needs assessments of the communities.
- 1.6. The Contactor shall meet with Department staff upon request, but no less than two (2) times each contract year of the contract period in person, and two (2) times each contract year via phone or online meeting.
- 1.7. **Needs Assessment**
  - 1.7.1. The Contractor shall conduct needs assessments to determine:
    - 1.7.1.1. The number of current licensed and license-exempt School Age Child Care Providers that exist statewide;
    - 1.7.1.2. The number of school age child care slots needed, statewide, by county;

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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- 1.7.1.3. The number of slots available in School Age Child Care Programs, statewide, by county and age served; and
- 1.7.1.4. Training needs of School Age Child Care Providers.
- 1.7.2. The Contractor shall engage the NH Bureau of Child Development and Head Start Collaboration, NH Child Care Licensing Unit, public and private K-6 schools in all ten (10) counties in NH; and community based providers. The Contractor shall:
  - 1.7.2.1. Identify current providers by requesting information from the Department regarding current provider licensing information that includes:
    - 1.7.2.1.1. Program name;
    - 1.7.2.1.2. Owner name;
    - 1.7.2.1.3. License number;
    - 1.7.2.1.4. License type;
    - 1.7.2.1.5. Mailing and physical addresses;
    - 1.7.2.1.6. Telephone number;
    - 1.7.2.1.7. Director name; and
    - 1.7.2.1.8. Ages of the children served.
  - 1.7.2.2. Request contact information from other providers of information, that include but are not limited to:
    - 1.7.2.2.1. NH Child Care Aware of NH.
    - 1.7.2.2.2. NH Afterschool Network (NHAN).
    - 1.7.2.2.3. NH Department of Education.
    - 1.7.2.2.4. Private Schools.
    - 1.7.2.2.5. NH Municipal Association.
    - 1.7.2.2.6. NH Parks and Recreation Association.
    - 1.7.2.2.7. 21st Century Community Learning Centers
    - 1.7.2.2.8. NH Association of School Principals.
    - 1.7.2.2.9. New Hampshire Camp Directors Association
    - 1.7.2.2.10. NH Religious organizations.
    - 1.7.2.2.11. NH Connections Information System.
  - 1.7.2.3. Research other sources of contact information for School Age Child Care Provider information that include, but are not limited to:

<sup>DS</sup>  


**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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- 1.7.2.3.1. The NHAN Mapping Project to identify a specific type of School Age Child Care Program in NH.
- 1.7.2.3.2. The Market Rate Survey (MRS).
- 1.7.3. The Contractor shall facilitate collaboration among School Age Child Care Provider stakeholders to gather necessary information to conduct needs assessments. The Contractor shall:
  - 1.7.3.1. Establish a Needs Assessment Advisory Committee (NAAC) that includes individuals who represent a broad range of stakeholders including, but not limited to:
    - 1.7.3.1.1. ACROSS NH.
    - 1.7.3.1.2. The Bureau of Child Development and Head Start Collaboration.
    - 1.7.3.1.3. The NH Child Care Licensing Unit.
    - 1.7.3.1.4. NH Afterschool Network (NHAN).
    - 1.7.3.1.5. The 21<sup>st</sup> Century Community Learning Centers at the NH Department of Education.
    - 1.7.3.1.6. The NH Principals Association.
    - 1.7.3.1.7. The NH Parks and Recreation Association.
    - 1.7.3.1.8. Other organizations, as suggested by the partners identified above.
  - 1.7.3.2. Engage the NAAC to assist the project by facilitating regularly scheduled meetings to:
    - 1.7.3.2.1. Identify programs, program slots, and training needs;
    - 1.7.3.2.2. Submit questions for the needs assessment survey.
    - 1.7.3.2.3. Respond to drafts of the needs assessment survey instrument; and
    - 1.7.3.2.4. Review and approve final needs assessment survey questions.
  - 1.7.3.3. Conduct outreach to promote the needs assessment by eliciting assistance from known providers who may know of additional providers in the area. The Contractor shall:
    - 1.7.3.3.1. Utilize regular mailing lists from:
      - 1.7.3.3.1.1. The Department;

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- 1.7.3.3.1.2. ACROSS NH newsletter, for an extended period of time;
- 1.7.3.3.1.3. Child Care Aware of NH mailings;
- 1.7.3.3.1.4. NHAN monthly newsletter;
- 1.7.3.3.1.5. Communications from stakeholders and partner organizations; and
- 1.7.3.3.1.6. Direct mail and email.
- 1.7.3.3.2. Build a broad coalition of stakeholders committed to the identification, recognition, and perceived needs of School Age Child Care Providers and advocates to improve funding and training to School Age Child Care Programs.
- 1.7.4. The Contractor shall develop the Needs Assessment Survey (NAS), which includes, but is not limited to:
  - 1.7.4.1. Utilizing the current child care Market Rate Survey (MRS) instrument as a template for drafting the NAS.
  - 1.7.4.2. Including both forced choice and open answer questions to solicit information relative to:
    - 1.7.4.2.1. The number of School Age Child Care Providers of all types currently working in NH.
    - 1.7.4.2.2. The number of available slots.
    - 1.7.4.2.3. The number of necessary additional slots needed in each county and statewide.
    - 1.7.4.2.4. School Age Child Care Provider training needs.
- 1.7.5. The Contractor shall conduct the needs assessments utilizing methods that include, but are not limited to:
  - 1.7.5.1. Direct mail;
  - 1.7.5.2. Telephone; and
  - 1.7.5.3. Online model.
- 1.7.6. The Contractor shall conduct online research, that includes, but is not limited to:
  - 1.7.6.1. Analyzing existing information on the elementary school population;
  - 1.7.6.2. Analyzing existing school age data;

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- 1.7.6.3. Reviewing NH census data on children six (6) to twelve (12) years of age;
- 1.7.6.4. Identifying existing school age program slots including both filled and vacant; and
- 1.7.6.5. Identifying the locations of existing slots.
- 1.7.7. The Contractor shall develop maps of existing slots utilizing:
  - 1.7.7.1. The NH Bureau of Licensing listing of school age child care providers;
  - 1.7.7.2. MRS results; and
  - 1.7.7.3. Information from the stakeholders listed.
- 1.7.8. The Contractor shall assess the need for additional slots by analyzing the information collected and statistical projections for:
  - 1.7.8.1. Underserved areas;
  - 1.7.8.2. Over and under enrolled programs; and
  - 1.7.8.3. Short-term population projections.
- 1.7.9. The Contractor shall coordinate and conduct three (3) regional forums with School Age Child Care Providers, statewide, to discuss and agree on the priority training and technical assistance areas. The Contractor shall ensure forum discussion topics include, but are not limited to:
  - 1.7.9.1. Potential findings.
  - 1.7.9.2. Lack of information available including, but not limited to details regarding program management.
  - 1.7.9.3. Staff training and retention.
  - 1.7.9.4. Experiences with the credentialing process.
  - 1.7.9.5. Possible approaches and tiered timeframes for improving the quality of services at various levels of education and experience to providers and programs.
- 1.7.10. The Contractor shall collect, enter and analyze data from the NAS.
- 1.7.11. The Contractor shall review findings from the NAS with the NAAC to obtain feedback on how to best report results of the survey and further investigate unmet needs, as necessary.
- 1.7.12. The Contractor shall submit a draft NAS Report to the NAAC for review of content and editorial suggestions prior to submitting the final report to the Department.
- 1.7.13. The Contractor shall submit a final NAS Report to the Department.

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- 1.7.14. The Contractor shall utilize the NAS results to determine training and technical assistance needs of School Age Child Care Providers in concert with additional information gathered through:
- 1.7.14.1. Leadership and Directors' Circles;
  - 1.7.14.2. Training evaluations that indicate a continued need for support;
  - 1.7.14.3. Monthly virtual Meet Ups;
  - 1.7.14.4. Direct requests from School Age Child Care Provider Directors;
  - 1.7.14.5. Emails and phone calls received from providers.
  - 1.7.14.6. Annual Conferences;
  - 1.7.14.7. ACROSS NH website and announcements via social media;
  - 1.7.14.8. Child Care Licensing Unit; and
  - 1.7.14.9. Recommendations from the NH Bureau of Child Development and Head Start Collaboration.

**1.8. Statewide Technical Assistance**

- 1.8.1. The Contractor shall ensure the availability of Technical Assistance to School Age Child Care Providers, statewide, as announced on multiple systems, that include, but are not limited to:
- 1.8.1.1. ACROSS NH website.
  - 1.8.1.2. Marketing brochures available in conference packets.
  - 1.8.1.3. Newsletters.
  - 1.8.1.4. Leadership and Director Circles.
  - 1.8.1.5. Stakeholders in Out of School Time.
  - 1.8.1.6. Afterschool and School Age Child Care communities.
  - 1.8.1.7. Social media.
- 1.8.2. The Contractor shall provide outcome-driven technical assistance to School Age Child Care Providers, statewide, in order to maintain and increase the availability of quality School Age Child Care Programs especially in areas of high poverty and/or high need, defined as:
- 1.8.2.1. Areas of high poverty.
  - 1.8.2.2. Individual programs that serve more than 200 children.
  - 1.8.2.3. Programs serving children with limited community resources.

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- 1.8.3. The Contractor shall ensure technical assistance is available at a variety of levels and in various methods, including mentorships and coaching, to ensure School Age Child Care Programs provide age-appropriate programming that meet the needs of the children served. The Contractor shall:
  - 1.8.3.1. Utilize a 'I do, We do, You do' strategy to support new staff;
  - 1.8.3.2. Utilize mentoring strategies for systemic change with administrative staff;
  - 1.8.3.3. Utilize SMART goals when coaching for performance; and
  - 1.8.3.4. Ensure all technical assistance strategies align with the recipient's skills, knowledge, time and desire to change.
- 1.8.4. The Contractor shall ensure technical assistance is available on topics that include, but are not limited to:
  - 1.8.4.1. Program management.
  - 1.8.4.2. Staff training and retention.
  - 1.8.4.3. Overview of the afterschool credentialing application process and completing the afterschool credentialing requirements.
  - 1.8.4.4. Improving the quality of services within School Age Child Care Provider programs.
- 1.8.5. The Contractor shall provide technical assistance that focuses on the key components of quality, including:
  - 1.8.5.1. Knowledge and skills of staff;
  - 1.8.5.2. Program leadership and administration;
  - 1.8.5.3. Interactions and relationships with children and adults;
  - 1.8.5.4. Program activities;
  - 1.8.5.5. Health and safety in the program;
  - 1.8.5.6. Indoor and outdoor environments;
  - 1.8.5.7. Family involvement; and
  - 1.8.5.8. Community partnerships.
- 1.8.6. The Contractor shall accept requests for technical assistance via telephone calls and emails ensuring that information gathered includes, but is not limited to:
  - 1.8.6.1. A brief description of the program.
  - 1.8.6.2. The challenge being experienced that prompted the ~~calls~~ <sup>calls</sup>

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- 1.8.6.3. Appropriate contact information.
- 1.8.7. The Contractor shall ensure the Project Director initiates an initial consultation with the individual and/or program to assess the challenges by gathering information pertaining to the request for technical information, which includes, but is not limited to:
  - 1.8.7.1. Staffing pattern.
  - 1.8.7.2. Group size.
  - 1.8.7.3. Ages of children.
  - 1.8.7.4. Location of program.
  - 1.8.7.5. Community partners engaged with the program.
- 1.8.8. The Contractor shall determine if further telephone, on-site, or virtual online consultation is necessary and engage the appropriate consultant with content knowledge expertise, geographic accessibility and availability. The Contractor shall ensure consultations follow a process to ensure effective strength-based services are provided and focus on:
  - 1.8.8.1. Relationship building;
  - 1.8.8.2. Trust;
  - 1.8.8.3. Respect;
  - 1.8.8.4. Collaboration;
  - 1.8.8.5. Patience; and
  - 1.8.8.6. Mutual focus and participation on the consultation issue.
- 1.8.9. The Contractor shall ensure all technical assistance consultations begin with a conversation to ensure clarity of the request. The Contractor shall:
  - 1.8.9.1. Develop a specific plan that includes goals, resources needed, completion date and review of progress;
  - 1.8.9.2. Ensure the plan includes collaborative efforts from both the consultant and the provider seeking technical assistance;
  - 1.8.9.3. Ensure plans of action are developed according to program needs, which may include but are not limited to:
    - 1.8.9.3.1. Program observation.
    - 1.8.9.3.2. Professional development opportunities.
    - 1.8.9.3.3. Coaching or mentoring.
    - 1.8.9.3.4. Curriculum development;

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- 1.8.9.3.5. Development of administrative processes; and
- 1.8.9.3.6. Creation of professional development plans.
- 1.8.10. The Contractor shall utilize the NH Connections Information System to:
  - 1.8.10.1. Update School Age Child Care Provider contact information in order to maintain a current listing;
  - 1.8.10.2. Track and record technical assistance provided utilizing the Technical Assistance module;
  - 1.8.10.3. Track and record scheduled trainings utilizing the Training Calendar module; and
  - 1.8.10.4. Track and record names of providers who attended and completed trainings.
- 1.8.11. The Contractor shall ensure all staff providing technical assistance to School Age Child Care Providers possess an unexpired Afterschool Master Professional Credential with a Program Mentor or Allied Professional Endorsement attained through the BCDHSC.
- 1.8.12. The Contractor shall schedule specific outcome-driven Training and Technical Assistance Cohorts that support Quality Readiness, as promoted through the Quality Recognition and Improvement System (QRIS), and include but are not limited to:
  - 1.8.12.1. Increasing quality through the NH Afterschool Credential, with an outcome of lead staff obtaining their credentials.
  - 1.8.12.2. Assessing program quality by utilizing the Health and Safety School Age Care Environmental Rating Scale – Updated subscale (SACERS-U), and the Interactions and Activities SACERS-U subscales with additional subscales being added as determined by the QRIS structure.
  - 1.8.12.3. Understanding and transforming program culture in Social Emotional Learning (SEL).

**1.9. Statewide Training**

- 1.9.1. The Contractor shall provide training to licensed and license exempt School Age Child Care Providers, statewide, at little or no cost to the providers. The Contractor shall:
  - 1.9.1.1. Offer a continuum of trainings to School Age Child Care Providers, statewide;
  - 1.9.1.2. Ensure trainings are primarily at no cost to participants;

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- 1.9.1.3. Offer institutes and cohorts at a low cost to participants when specific materials are required;
  - 1.9.1.4. Offer low cost statewide conferences and other special events; and
  - 1.9.1.5. Offer trainings in person at locations throughout the state, virtually via Zoom, and in hybrid platform to ensure statewide access.
- 1.9.2. The Contractor shall ensure a Continuum of Training is available to School Age Child Care Providers that spans from Afterschool Basics to advanced training on topics that may include, but are not limited to:
- 1.9.2.1. Identifying and serving children and families experiencing homelessness.
  - 1.9.2.2. Special needs of children and families experiencing homelessness.
  - 1.9.2.3. Awareness of the needs of school age children.
  - 1.9.2.4. Current issues children may be experiencing.
  - 1.9.2.5. Overview of afterschool credentialing and how School Age Child Care Providers can apply for afterschool credentials.
  - 1.9.2.6. Introduction to Afterschool Core Knowledge Areas (CKAs), which include:
    - 1.9.2.6.1. Child/Youth Growth and Development;
    - 1.9.2.6.2. Learning Environments and Curriculum;
    - 1.9.2.6.3. Child/Youth Observation and Assessment;
    - 1.9.2.6.4. Interactions with Children and Youth;
    - 1.9.2.6.5. Youth Engagement;
    - 1.9.2.6.6. Cultural Competency and Responsiveness;
    - 1.9.2.6.7. Family, School, and Community Relationships;
    - 1.9.2.6.8. Safety and Wellness;
    - 1.9.2.6.9. Program Planning and Development; and
    - 1.9.2.6.10. Professional Development and Leadership.
- 1.9.3. The Contractor shall ensure the Continuum of Training includes, but is not limited to:
- 1.9.3.1. A Novice Level that includes trainings geared to individuals who are new to working in a school age program ensuring

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clear but limited information with specific strategies that are immediately actionable, and include but are not limited to:

- 1.9.3.1.1. Orientation to Afterschool – a three (3) hour overview of the field of afterschool that includes the framework for high quality programming and exploration of the ten (10) Core Knowledge Areas of the NH Afterschool Professional Development System.
- 1.9.3.1.2. Afterschool Basics - a ten (10) part series offered as ten (10) 1.5 hour workshops that are based on the ten (10) Core Knowledge Areas of the NH Afterschool Professional Development System, which are not required to be taken in sequential order, and include:
  - 1.9.3.1.2.1. Child and Youth Growth and Development;
  - 1.9.3.1.2.2. Learning Environments and Curriculum;
  - 1.9.3.1.2.3. Youth Observation and Assessment;
  - 1.9.3.1.2.4. Interactions with Children and Youth;
  - 1.9.3.1.2.5. Youth Engagement;
  - 1.9.3.1.2.6. Cultural Competency and Responsiveness;
  - 1.9.3.1.2.7. Family, School, and Community Relationships;
  - 1.9.3.1.2.8. Safety and Wellness;
  - 1.9.3.1.2.9. Program Planning and Development; and
  - 1.9.3.1.2.10. Professional Development and Leadership.
- 1.9.3.2. An Intermediate Level that includes workshops designed to provide increased knowledge and skill in content areas, which are changed annually in order to be responsive to the needs of the school age child care community and may include, but are not limited to:
  - 1.9.3.2.1. CATCH Kids Club.

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- 1.9.3.2.2. STEAM in Your Program.
- 1.9.3.2.3. Teambuilding in Your Program.
- 1.9.3.2.4. Art Matters.
- 1.9.3.2.5. Spiraling an Activity into a Multi-Week Enrichment.
- 1.9.3.2.6. Understanding Trauma Informed Care and ACES.
- 1.9.3.2.7. Creating Meaningful Clubs in Your Program.
- 1.9.3.2.8. How to Engage Kids in Afterschool.
- 1.9.3.2.9. Family Night on a Shoestring.
- 1.9.3.2.10. Mindfulness in Your Program.
- 1.9.3.2.11. Inspiring Leadership to Grow Future Leaders.
- 1.9.3.2.12. Normal Isn't Real: Succeeding with Learning Disabilities and ADHD.
- 1.9.3.2.13. Behavior Management – the Fall Edition, the Summer Edition.
- 1.9.3.2.14. How to Calm the Angry Octopus.
- 1.9.3.2.15. Understanding the Impact of Homelessness and Hunger.
- 1.9.3.2.16. The End of Year Nasties: Are You or the Kids Checking Out?
- 1.9.3.2.17. Transitions that Work for Everyone.
- 1.9.3.2.18. Friendly but Not Friends: Fostering Appropriate Relationships.
- 1.9.3.3. An Advanced Level for School Age Child Care Program staff who have a commitment to professional growth, which includes:
  - 1.9.3.3.1. Leadership Institutes I, II and III, which must be taken in sequential order and are designed for directors, site coordinators, and emerging leaders.
  - 1.9.3.3.2. Program Improvement Cohort, which focuses on the SACERS-U and developing an action plan to improve program quality in individual organizations.

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- 1.9.3.3.3. SEL Cohort where the foundations of Social and Emotional Learning are explored with the goal of transforming program culture to support all children and staff by having consultants paired with participants for monthly trainings and follow up consultation sessions.
- 1.9.3.3.4. SEML Cohort that focuses on the integration of Social and Emotional Learning with Mindfulness with content that focuses on recent research, curriculum, and strategies for immediate implementation.
- 1.9.3.3.5. Business Practices in Out of School Time Programs, which is based on the work from the National Center for Early Childhood Assurance, and is a six (6) part series supporting directors and administrators in strengthening the quality of school age child care programs through sound business practices.
- 1.9.3.4. An Expert Level that is provided exclusively for the ACROSS NH team with invitations extended to the Child Care Aware of NH team, when possible, which are determined annually and are based on the needs of the team as a whole and individually, as well as on the themes emerging from the school age provider community, which may include:
  - 1.9.3.4.1. SEL in the Afterschool Community.
  - 1.9.3.4.2. Moving Beyond Icebreakers.
  - 1.9.3.4.3. Developmental Relationships and Assets.
  - 1.9.3.4.4. Training the Trainer: Enhancing Training Skills.
  - 1.9.3.4.5. Life Space Crisis Intervention.
- 1.9.3.5. All Levels Training, which include:
  - 1.9.3.5.1. The Afterschool Credential Work Session;
  - 1.9.3.5.2. A Guide to Afterschool Core Knowledge Areas and Why They are Important;
  - 1.9.3.5.3. Creating a Sense of Belonging for Families Experiencing Homelessness and Hunger;
  - 1.9.3.5.4. Playworks: Keep Playing;
  - 1.9.3.5.5. Every Monday Matters trainings and cohort;

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- 1.9.3.5.6. 4-H Mindful Me and Gizmo's Pawesome Guide to Mental Health;
- 1.9.3.5.7. Self-Care for the Afterschool Professional;
- 1.9.3.5.8. An Overview of the ACROSS NH Preventing Suspension and Expulsion in Afterschool Programs Guide;
- 1.9.3.5.9. An Overview of the ACROSS NH Guide to Social and Emotional Learning for the Afterschool Professional;
- 1.9.3.5.10. CPR for Children and Youth;
- 1.9.3.5.11. Understanding and Using the Guide to Social and Emotional Learning for the Afterschool Professional; and
- 1.9.3.5.12. Creating a Prevention and Expulsion Guide for Your Program, utilizing A Suspension and Expulsion Prevention Policy Guide for New Hampshire Afterschool Programs.

1.9.4. The Contractor shall provide trainings as indicated in the timeline below:

	Year One				Year Two			
	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Back to School Conference								
Planning Your Summer Conference								
Orientation to Afterschool								
Afterschool Basics Modules 1-10								
Afterschool Credential Work Session								
SACERS-U Training								
Program Improvement Cohort								
Business Practices in School Age Care								
SEL Series								
SEML Series								
Leadership Institute 1								
Leadership Institute 2								
Leadership Institute 3								
Trainer Training								
Novice Training								
Intermediate Training								
Advanced Training								
Novice, Intermediate and Advanced								

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- 1.9.5. The Contractor shall determine the need for future trainings, through:
  - 1.9.5.1. The ACROSS NH Needs Assessment;
  - 1.9.5.2. Participant input on training evaluation forms;
  - 1.9.5.3. Discussions at the Afterschool Leadership and Directors Circles;
  - 1.9.5.4. Technical assistance sessions;
  - 1.9.5.5. Observations in the field from the ACROSS NH team;
  - 1.9.5.6. Requests and suggestions from the Bureau of Child Development and Head Start Collaboration;
  - 1.9.5.7. Requests and suggestions from the Child Care Licensing Unit; and
  - 1.9.5.8. Out of School Time trends identified through national partners.
- 1.9.6. The Contractor shall align a Continuum of Training with the New Hampshire Afterschool Professional Development System, which is the afterschool professional development credential system, as detailed in New Hampshire's Afterschool Professional Development System Guide.
- 1.9.7. The Contractor shall ensure continued development of a Continuum of Training by ensuring the training is reviewed and revised at the ACROSS NH Team Retreat on an annual basis. The Contractor shall ensure:
  - 1.9.7.1. A schedule of trainings is maintained to eliminate repetition and to ensure equitable opportunities regionally and in densely populated areas of afterschool programs.
  - 1.9.7.2. Specific trainings remain foundational to ACROSS NH, which include:
    - 1.9.7.2.1. Afterschool Orientation.
    - 1.9.7.2.2. Afterschool Basics.
    - 1.9.7.2.3. Mindfulness in Afterschool.
    - 1.9.7.2.4. Creating Meaningful Clubs in Your Program.
    - 1.9.7.2.5. How to Engage Kids in Afterschool.
    - 1.9.7.2.6. Leadership Institutes.
    - 1.9.7.2.7. Program Improvement.
    - 1.9.7.2.8. Afterschool Credential Work Sessions.

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- 1.9.7.3. In-person training group sizes are limited to thirty (30) individuals, while Zoom trainings are limited to twenty (20) individuals to allow for adequate interaction and discussion.
- 1.9.7.4. Additional trainings are developed to meet NH Child Care Licensing and the Bureau of Child Development and Head Start Collaboration requirements when other outlets for training do not exist.
- 1.9.7.5. Trainings are developed, as needed, to remain responsive to the professional afterschool community.
- 1.9.7.6. Two (2) annual conferences are coordinated that include:
  - 1.9.7.6.1. *Back to School Conference* – in southern NH in September/October.
  - 1.9.7.6.2. *Spring Renewal Conference* – in northern NH in April.
- 1.9.7.7. Saturday morning trainings shall be considered, upon request.
- 1.9.8. The Contractor shall determine training progression for School Age Child Care Providers and their staff to ensure alignment with the Afterschool Professional Development System Guidebook. The Contractor shall:
  - 1.9.8.1. Ensure a pathway for progression along the direct Service, Administrator and Master Professional levels.
  - 1.9.8.2. Ensure progression to a higher level of recognition is dependent upon experience, education, on-going professional development and participation in professional activities.
  - 1.9.8.3. Ensure professional development includes the availability of up to eighty (80) two-three (2-3) hour trainings, annually.
  - 1.9.8.4. Ensure professional activities are offered to assist professionals with fulfilling the credentialing requirement for professional activities. Activities may include but are not limited to:
    - 1.9.8.4.1. Attending a state conference for one (1) Professional Activity Unit.
    - 1.9.8.4.2. Conducting a program improvement assessment for four (4) Professional Activity Units.

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- 1.9.8.4.3. Presenting a Family Night for two (2) Professional Activity Units.
- 1.9.8.4.4. Writing a Suspension and Expulsion policy for the applicant's program for two (2) Professional Activity Units.
- 1.9.8.5. Activities are available to support the Leadership Endorsement, which requires five (5) years of experience, three (3) hours of Professional Development with a Leadership focus, and three (3) Professional Activity Units with a Leadership focus. The Contractor shall provide support for Endorsements that include, but are not limited to:
  - 1.9.8.5.1. Regional Leadership Circles.
  - 1.9.8.5.2. Focused Collaboratives.
  - 1.9.8.5.3. Leadership Institutes.
  - 1.9.8.5.4. Strengthening Business Practices.
  - 1.9.8.5.5. ACROSS NH Task Forces participation.
  - 1.9.8.5.6. Train the Trainer.

**1.10. Social Emotional Learning (SEL) Trainings and Support**

- 1.10.1. The Contractor shall provide training and support on Social Emotional Learning (SEL) to School Age Child Care Providers. The Contractor shall:
  - 1.10.1.1. Ensure training focuses on how to ensure children are developing lifelong learning skills that influence how to manage daily challenges while remaining true to their own values, goals and needs; and
  - 1.10.1.2. Utilize the downloadable guide created by ACROSS NH titled, "The Guide to Social and Emotional Learning for the Afterschool Professional."
- 1.10.2. The Contractor shall provide a series of Social Emotional Learning (SEL) trainings to School Age Child Care Providers to expand the knowledge of providers and to support possible opportunities for SEL transformation within programs. The Contractor shall ensure trainings may include, but are not limited to:
  - 1.10.2.1. SEL Cohort for program staff paired with consultants for on-going technical assistance.
  - 1.10.2.2. Social, Emotional and Mindful Learning (SEML) Cohort.

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- 1.10.2.3. Intentional Relationships.
- 1.10.2.4. Supporting Healthy Developmental Relationships.
- 1.10.2.5. Building SEL through the SACERS.
- 1.10.2.6. Well-Regulated and Self-Aware Adults.
- 1.10.2.7. Features of an SEL-Supportive Environment.
- 1.10.3. The Contractor shall provide trainings on the Guide to Social and Emotional Learning for the Afterschool Professional, developed by ACROSS NH, up to five (5) times each State Fiscal Year of the contract period. The Contractor shall:
  - 1.10.3.1. Ensure trainings are based on the framework and competencies developed by the Collaborative for Academic, Social and Emotional Learning (CASEL), which focuses on cultivating knowledge, skills, and attitudes in both adults and children and youth, in order to improve academic outcomes and a healthy, positive lifestyle with competencies that include:
    - 1.10.3.1.1. Self-Awareness;
    - 1.10.3.1.2. Self-Management;
    - 1.10.3.1.3. Social Awareness;
    - 1.10.3.1.4. Relationship Skills; and
    - 1.10.3.1.5. Responsible Decision-Making.
  - 1.10.3.2. Provide an opportunity for participants to receive technical assistance at the end of each training.
  - 1.10.3.3. Provide notice of technical assistance available at the end of each training on the Contractor's SEL webpage and monthly SEL newsletter.
  - 1.10.3.4. Ensure the "Guide to Social and Emotional Learning for the Afterschool Professional," is available:
    - 1.10.3.4.1. On the Contractor's website; and
    - 1.10.3.4.2. In printed copies provided at annual conferences.
- 1.10.4. The Contractor shall provide training and support to School Age Child Care Providers on how to create and implement policies relative to suspension and expulsion of children from programs. The Contractor shall:

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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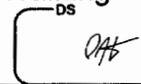
- 1.10.4.1. Ensure training focuses on positive outcomes for children who participate in afterschool programming that intentionally focuses on growth in personal and social skills.
- 1.10.4.2. Utilize the downloadable guide created by ACROSS NH titled, "A Suspension and Expulsion Prevention Policy Guide for New Hampshire Afterschool Programs."
- 1.10.4.3. Provide training on the "A Suspension and Expulsion Prevention Policy Guide for New Hampshire Afterschool Programs," created by ACROSS NH, up to five (5) times per State Fiscal Year. Training shall focus on the role SEL skills have in the prevention of suspension and expulsion with competencies that include:
  - 1.10.4.3.1. Self-awareness; and
  - 1.10.4.3.2. Self-management relating to growth for both the staff and the children in program.
- 1.10.4.4. Provide training and support to School Age Child Care Providers on how to create and implement policies relative to suspension and expulsion of program. The Contractor shall:
  - 1.10.4.4.1. Conduct training on developing written policy on the limitations of expulsion of children due to challenging behaviors that align with "A Suspension and Expulsion Prevention Policy Guide for New Hampshire Afterschool Programs."
  - 1.10.4.4.2. Provide an opportunity for participants to receive Technical Assistance at the end of each training and provide notice of the Technical Assistance available:
    - 1.10.4.4.2.1. On the Contractor's SEL webpage; and
    - 1.10.4.4.2.2. In the Contractor's ACROSS NH SEL newsletter.
- 1.10.5. The Contractor shall ensure all staff providing training to School Age Child Care Providers possess an unexpired Afterschool Master Professional Credential with a Workshop Trainer, Faculty or Allied Professional Endorsement attained through the BCDHSC. The Contractor shall ensure:
  - 1.10.5.1. Each trainer submits a current resume;

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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- 1.10.5.2. Each trainer submits a non-expired Afterschool Master Professional Workshop Trainer, Faculty and/or Allied Professional credential to the ACROSS NH Project Assistance; and
- 1.10.5.3. Ensure the Project Assistant maintains a list of credentials and provides each trainer a three (3) month notice of expiration of any expiring credential.
- 1.10.5.4. Ensure trainers possess in-depth knowledge in the areas of:
  - 1.10.5.4.1. Adult development;
  - 1.10.5.4.2. Developmentally appropriate practices for school age children; and
  - 1.10.5.4.3. Culturally competent practices.
- 1.10.5.5. Ensure trainers have expertise in one or more content areas that include but are not limited to:
  - 1.10.5.5.1. STEM/STEAM.
  - 1.10.5.5.2. SEL.
  - 1.10.5.5.3. Afterschool administration.
  - 1.10.5.5.4. Curriculum and programming in afterschool.
  - 1.10.5.5.5. Working with families, including families experiencing homelessness and hunger.
  - 1.10.5.5.6. Healthy Eating/Physical Education (HEPA).
  - 1.10.5.5.7. Communication.
  - 1.10.5.5.8. Leadership.
- 1.10.5.6. Ensure trainers are familiar with:
  - 1.10.5.6.1. NH Child Care Licensing Rules;
  - 1.10.5.6.2. NH Afterschool Professional Development System;
  - 1.10.5.6.3. NH Professional Registry and the NH Connections Information System;
  - 1.10.5.6.4. NH Afterschool Network (NHAN); and
  - 1.10.5.6.5. NH 21st Century Community Learning Centers.
- 1.10.6. The Contractor shall ensure trainers, including consultants and mentors, demonstrate cultural competence. The Contractor shall:
  - 1.10.6.1. Ensure trainers participate in Cultural Competence Training conducted by ACROSS NH trainers;



**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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- 1.10.6.2. Offer Diversity Training Workshops at the ACROSS NH *Back to School* and *Spring Renewal* annual conferences.
- 1.10.6.3. Provide regional onsite Cultural Awareness Workshops that align with the National Afterschool Association's (NAA) Core Competency Self-Assessment Tool, Cultural Competence, levels one through five (1-5).
- 1.10.6.4. Provide LBGTQIA awareness training.
- 1.10.6.5. Ensure team meetings include conversations on the cultural diversity in NH and opportunities to support diversity.
- 1.10.6.6. Seek partners to assist in providing interpreter services at Cultural Awareness workshops as needed.
- 1.10.6.7. Provide linguistically compatible documents upon request
- 1.10.6.8. Ensure trainers, consultants and/or mentors model respectful, responsive, sensitive interactions in all manner of diversity, including but not limited to:
  - 1.10.6.8.1. Sexual orientation.
  - 1.10.6.8.2. Religious belief.
  - 1.10.6.8.3. Socio-economic status.
  - 1.10.6.8.4. Ethnicity.
  - 1.10.6.8.5. Age.
  - 1.10.6.8.6. Ability.
- 1.10.7. The Contractor shall continuously evaluate the effectiveness of training provided to School Age Child Care Providers in order to maintain an effective system of professional development. The Contractor shall schedule Team Meetings to discuss and evaluate:
  - 1.10.7.1. Available trainings;
  - 1.10.7.2. Training formats;
  - 1.10.7.3. Participant Training Evaluation Forms;
  - 1.10.7.4. Findings collected from the Needs Assessment Survey;
  - 1.10.7.5. Trainer, consultant and mentor observations in the field;
  - 1.10.7.6. Requests and suggestions from the Child Development Bureau; and
  - 1.10.7.7. Requests and suggestions from the Child Care Licensing Unit.

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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**1.11. Expanding Availability of Programs**

1.11.1. The Contractor shall work with current and future School Age Child Care Providers to expand availability in current programs as well as conduct outreach to individuals and programs interested in school age child care career opportunities. The Contractor shall provide information and assistance that may include, but is not limited to:

1.11.1.1. Information and assistance relative to career exploration opportunities to individuals and providers in the school age child care profession by:

1.11.1.1.1. Working with Plymouth State University and the New Hampshire Technical Institute to provide internship opportunities for students interested in a school age childcare career.

1.11.1.1.2. Engaging in speaking opportunities in college classes about careers in out of school time programs on topics that include, but are not limited to:

1.11.1.1.2.1. The benefits of working in school age child care programs.

1.11.1.1.2.2. Opportunities for career and personal growth.

1.11.1.1.2.3. The Quality Recognition and Improvement System.

1.11.1.1.2.4. The NH Afterschool Credential.

1.11.1.1.2.5. The NH Connections Information System.

1.11.1.1.3. Participating in Career Fairs at community colleges.

1.11.1.1.4. Providing information to career offices at community colleges.

1.11.1.1.5. Collaborating with NHAN and the Laconia Community College on the development of a 'badges' program to engage students in areas of interest, including school age child care.

1.11.1.2. Information and assistance with the requirements of the NH Quality Recognition and Improvement System (QRIS). The Contractor shall:

1.11.1.2.1. Provide two (2) staff to work with providers.

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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- 1.11.1.2.2. Develop a Quality Readiness System for Licensed Plus programs that aligns with Child Care Aware of NH and includes, but is not limited to:
  - 1.11.1.2.2.1. An Introduction to ERS and the SACERS-U training.
  - 1.11.1.2.2.2. An Overview to the SACERS-U training.
  - 1.11.1.2.2.3. Conference workshops to review the activities, outcomes, and timeline for a Quality Readiness Cohort.
  - 1.11.1.2.2.4. Individual technical assistance.
  - 1.11.1.2.2.5. Cohorts working together on SACERS-U subscales.
  - 1.11.1.2.2.6. Program self-assessments.
  - 1.11.1.2.2.7. Afterschool Credential work sessions.
- 1.11.1.2.3. Collaborate with Child Care Aware of NH to deliver QRIS services to programs, both center-based and home-based, that offer both Early Childhood and School Age Child Care Programming.
- 1.11.1.3. Information relative to provider and program compliance with Child Care Licensing Unit requirements and employee background check requirements shall be shared with potential School Age Child Care Providers. The Contractor shall:
  - 1.11.1.3.1. Work with the Child Care Licensing Unit to develop a one-page FAQ to be distributed at career fairs, career offices, and college classes as part of career exploration opportunities.
  - 1.11.1.3.2. Provide potential School Age Child Care Providers with support in opening new quality child care programs through technical assistance on topics that include, but are not limited to:
    - 1.11.1.3.2.1. Health and safety best practices

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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- 1.11.1.3.2.2. High quality programming
- 1.11.1.3.2.3. Recruiting and selecting staff
- 1.11.1.3.2.4. Curriculum development
- 1.11.1.3.2.5. Marketing
- 1.11.1.3.2.6. Cultural competency and relationships with families

**2. Exhibits Incorporated**

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

**3. Reporting Requirements**

- 3.1. The Contractor shall develop and submit quarterly reports to the Department no later than the 15th of the month following the end of each quarter, which will include, but are not limited to:
  - 3.1.1. Number of consultations by location, topic and program type/size.
  - 3.1.2. Number of trainings for each category and/or type of training provided under this contract.
  - 3.1.3. Number of training participants for each category and/or type of training provided under this Contract.
- 3.2. The Contractor shall maintain detailed supporting documentation for the required quarterly and annual reports, which shall be available to the Department for review upon request and shall be retained for up to seven (7) years of the contract completion date.
- 3.3. The Contractor shall allow the Department to conduct electronic reviews of systems and records of governance, administration, and financial management as requested by the Department to ensure systems and records are adequate to perform the contracted services.

**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

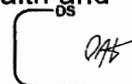
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**4. Performance Measures**

- 4.1. The Contractor's performance shall be measured based on:
- 4.1.1. Feedback received on Technical Assistance and Consultation Evaluation Surveys, including but not limited to the number of individuals who reported an increase in skills and/or knowledge.
  - 4.1.2. Feedback from Participant Training Evaluation Surveys, including the number of individuals who reported an increase in skills and/or knowledge.
  - 4.1.3. The number of School Age Child Care Programs that participate in the New Hampshire Quality Recognition and Improvement System as a result of technical assistance provided.
  - 4.1.4. The increased number of credentialed School Age Child Care Providers compared to the baseline number.
  - 4.1.5. The number of increased slots available statewide as a result of training and technical assistance provided to existing and potential School Age Child Care Providers and Programs.

**5. Additional Terms**

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
- 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 5.3. Credits and Copyright Ownership
- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and



**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.
  - 5.3.3.3. Protocols or guidelines.
  - 5.3.3.4. Posters.
  - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**5.4. Records**

- 5.4.1. The Contractor shall keep records that include, but are not limited to:
  - 5.4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 5.4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 5.4.1.3. Statistical, enrollment, attendance records for each School Age Child Care Provider receiving services.
- 5.4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers  
EXHIBIT B**

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Agreement for purposes of audit, examination, excerpts and transcripts. Upon payment of the price limitation hereunder, the Agreement and all obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers**



**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by 100% Federal Funds from the Child Care Development Fund Program as awarded on April 7, 2021 by the US Department of Health and Human Services, Administration for Children & Families, Child Care Development Block Grant, CFDA #93.575, FAIN 2101NHCCDF and FAIN 2101NHCDC6.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice and supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month services were provided. The Contractor shall:
  - 4.1. Ensure invoice is submitted on a form provided by the Department or a form acceptable to the Department.
  - 4.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
  - 4.3. Provide supporting documentation of authorized expenses that may include, but is not limited to:
    - 4.3.1. Time sheets.
    - 4.3.2. Payroll records.
    - 4.3.3. Receipts for purchases.
    - 4.3.4. Proof of expenditures, as applicable.
  - 4.4. Ensure the invoice is completed, dated, and returned to the Department with supporting documentation for authorized expenses in order to initiate payment.
5. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to [DHHS.ChildDevelopment@dhhs.nh.gov](mailto:DHHS.ChildDevelopment@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
Division of Economic and Housing Stability

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers**



**EXHIBIT C**

Bureau of Child Development and Head Start Collaboration  
129 Pleasant Street  
Concord, NH 03301

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of Form P-37, General Provisions of this Agreement.
7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions, Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. Audits
  - 10.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
    - 10.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 10.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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**New Hampshire Department of Health and Human Services  
Technical Assistance and Training for School Age Child Care Providers**



**EXHIBIT C**

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- 10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 10.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 10.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Regional Education Service Center

Budget Request for: Technical Assistance and Training for School Age Child Care Providers

Budget Period: SFY 2022 (July 1, 2021 - June 30, 2022)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 169,216.00	\$ -	\$ 169,216.00	\$ -	\$ -	\$ -	\$ 169,216.00	\$ -	\$ 169,216.00
2. Employee Benefits	\$ 15,965.00	\$ -	\$ 15,965.00	\$ -	\$ -	\$ -	\$ 15,965.00	\$ -	\$ 15,965.00
3. Consultants	\$ 67,285.00	\$ -	\$ 67,285.00	\$ -	\$ -	\$ -	\$ 67,285.00	\$ -	\$ 67,285.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
7. Occupancy	\$ -	\$ 5,575.00	\$ 5,575.00	\$ -	\$ -	\$ -	\$ -	\$ 5,575.00	\$ 5,575.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 200.00
Postage	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00
Subscriptions	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 500.00	\$ 1,500.00
Audit and Legal	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Insurance	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00
10. Marketing/Communications	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
11. Staff Education and Training	\$ 18,800.00	\$ -	\$ 18,800.00	\$ -	\$ -	\$ -	\$ 18,800.00	\$ -	\$ 18,800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Administrative, Business Office and Technology Department Support):	\$ -	\$ 13,082.00	\$ 13,082.00	\$ -	\$ -	\$ -	\$ -	\$ 13,082.00	\$ 13,082.00
TOTAL	\$ 278,466.00	\$ 20,607.00	\$ 299,073.00	\$ -	\$ -	\$ -	\$ 278,466.00	\$ 20,607.00	\$ 299,073.00

Indirect As A Percent of Direct

7.4%

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Regional Education Service Center

Budget Request for: Technical Assistance and Training for School Age Child Care Providers

Budget Period: SFY 2023 (July 1, 2022 - June 30, 2023)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	173,280.00	-	173,280.00	-	-	-	173,280.00	-	173,280.00
2. Employee Benefits	24,278.00	-	24,278.00	-	-	-	24,278.00	-	24,278.00
3. Consultants	32,500.00	-	32,500.00	-	-	-	32,500.00	-	32,500.00
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	800.00	-	800.00	-	-	-	800.00	-	800.00
6. Travel	6,000.00	-	6,000.00	-	-	-	6,000.00	-	6,000.00
7. Occupancy	-	5,575.00	5,575.00	-	-	-	-	5,575.00	5,575.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	200.00	200.00	-	-	-	-	200.00	200.00
Postage	-	250.00	250.00	-	-	-	-	250.00	250.00
Subscriptions	1,000.00	500.00	1,500.00	-	-	-	1,000.00	500.00	1,500.00
Audit and Legal	-	500.00	500.00	-	-	-	-	500.00	500.00
Insurance	-	250.00	250.00	-	-	-	-	250.00	250.00
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	250.00	250.00	-	-	-	-	250.00	250.00
10. Marketing/Communications	600.00	-	600.00	-	-	-	600.00	-	600.00
11. Staff Education and Training	18,800.00	-	18,800.00	-	-	-	18,800.00	-	18,800.00
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (Administrative, Business Office and Technology Department Support):	-	11,586.00	11,586.00	-	-	-	-	11,586.00	11,586.00
<b>TOTAL</b>	<b>\$ 258,258.00</b>	<b>\$ 19,111.00</b>	<b>\$ 277,369.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 258,258.00</b>	<b>\$ 19,111.00</b>	<b>\$ 277,369.00</b>

Indirect As A Percent of Direct

7.4%

**New Hampshire Department of Health and Human Services  
Exhibit D**



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

DS  
OAB



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

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

Vendor Name:

6/15/2021

Date

DocuSigned by:

*Paul Hebert*

088A775D4F8B481

Name: Paul Hebert

Title: Executive Director

Vendor Initials *PH*  
Date 6/15/2021



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

6/15/2021  
Date

DocuSigned by:  
*Paul Hebert*  
Name: Paul Hebert  
Title: Executive Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials *PH*  
Date 6/15/2021



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

**New Hampshire Department of Health and Human Services  
Exhibit F**



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

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

**PRIMARY COVERED TRANSACTIONS**

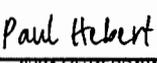
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

6/15/2021  
Date

DocuSigned by:  
  
 Name: Paul Hebert  
 Title: Executive Director

Contractor Initials   
 Date 6/15/2021

**New Hampshire Department of Health and Human Services  
Exhibit G**



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
OAB

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



**New Hampshire Department of Health and Human Services  
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/15/2021  
Date

DocuSigned by:  
Paul Hebert  
Name: Paul Hebert  
Title: Executive Director

Exhibit G

Contractor Initials

DS  
PH

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

6/15/2021

Date

DocuSigned by:

*Paul Hebert*

Name: Paul Hebert

Title: Executive Director

Contractor Initials PH  
Date 6/15/2021



## New Hampshire Department of Health and Human Services

## Exhibit I

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**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

Date 6/15/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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





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

**Exhibit I**

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

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

3/2014

Contractor Initials

*AB*

Date 6/15/2021



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

**Exhibit I**

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials

6/15/2021  
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

SERESC

The State

Name of the Contractor

*Christine Santaniello*

*Paul Hebert*

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Paul Hebert

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/15/2021

6/15/2021

Date

Date



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

6/15/2021

Date

DocuSigned by:

*Paul Hebert*

Name: PAUL Hebert

Title: Executive Director

DS

*PH*

Contractor Initials

6/15/2021

Date



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

1. The DUNS number for your entity is: 040240798

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

X  NO   YES

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

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

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

NO   YES

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

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

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

Name: _____	Amount: _____

Contractor Initials DS  
CAF  
Date 6/15/2021

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

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# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

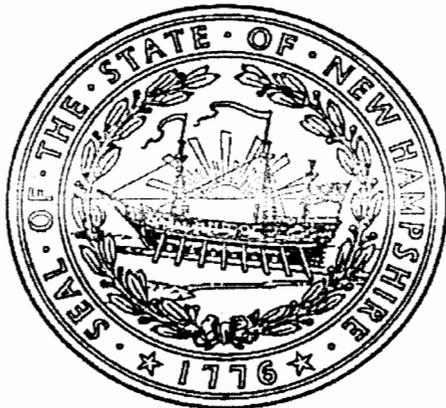
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 06, 1974. 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: **64995**

Certificate Number: **0005347797**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Andy Schneider, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southeastern Regional Education Service Center.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 27, 2018, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Paul Hebert, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southeastern Regional Education Service Center to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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

Dated: 6/10/2021

DocuSigned by:

*Andy Schneider*

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Signature of Elected Officer  
Name: Andy Schneider  
Title: Chairman of the Board



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2021

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 Optisure Risk Partners 40 Stark Street  Manchester NH 03101	CONTACT NAME: Lyndsay Lee	
	PHONE (A/C, No, Ext): (833) 444-6784 FAX (A/C, No): E-MAIL ADDRESS: lyndsay.lee@optisure.com	
INSURED Southeastern Regional Educational Service Center, Inc. 165 South River Road, Suite F  Bedford NH 03110	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Citizens Insurance Company of	31534
	INSURER B: Hanover Insurance Company	22292
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES                      CERTIFICATE NUMBER: CL2161614795                      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 VVVD	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:			ZBV 9626777	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZBV 9626777	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV 9636434	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WHV9620856	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Educators Legal			ZBV 9626777	07/01/2021	07/01/2022	Occurrence \$1,000,000 Aggregate \$2,000,000

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

Educational Services. Workers compensation coverage applies in NH.

CERTIFICATE HOLDER  NH DHHS 129 Pleasant Street  Concord NH 03301	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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## SERESC Mission Statement

*Inspiring innovation and excellence in education and professional practice, helping organizations and individuals achieve their greatest potential as they learn, lead and grow, through the core values of Innovation, Integrity, Excellence and Service.*

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018  
AND  
INDEPENDENT AUDITORS' REPORT



86 West Street, PO Box 623, Keene, NH 03431  
Phone: (603) 352-4500 Fax: (603) 352-8558

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Southeastern Regional Education Service Center, Inc.:

We have audited the accompanying financial statements of Southeastern Regional Education Service Center, Inc. (a not-for-profit New Hampshire corporation) which are comprised of the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern Regional Education Service Center, Inc. as of June 30, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Oster & Wheeler, P.C.*

Keene, New Hampshire  
March 25, 2020

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2019 AND 2018

<u>ASSETS</u>	<u>2019</u>	<u>2018</u>
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 316,365	\$ 455,607
Accounts receivable	580,902	500,833
Prepaid expenses	<u>28,779</u>	<u>27,303</u>
Total current assets	<u>926,046</u>	<u>983,743</u>
<b>PROPERTY AND EQUIPMENT, net:</b>	<u>8,770</u>	<u>19,449</u>
Total assets	\$ <u>934,816</u>	\$ <u>1,003,192</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 432,654	\$ 403,358
Accrued expenses	7,541	71,591
Deferred revenues	86,125	63,296
Line of credit	-	279,442
Note payable	-	282,441
Current portion of long-term debt	<u>48,608</u>	<u>-</u>
Total current liabilities	<u>574,928</u>	<u>1,100,128</u>
<b>LONG-TERM LIABILITIES:</b>		
Long-term debt, net of current portion	<u>193,446</u>	<u>-</u>
Total long-term liabilities	<u>193,446</u>	<u>-</u>
Total liabilities	<u>768,374</u>	<u>1,100,128</u>
<b>NET ASSETS:</b>		
Without donor restriction		
Undesignated	(19,553)	(286,994)
Board designated	<u>75,340</u>	<u>75,340</u>
Total without donor restriction	55,787	(211,654)
With donor restriction	<u>110,655</u>	<u>114,718</u>
Total net assets	<u>166,442</u>	<u>(96,936)</u>
Total liabilities and net assets	\$ <u>934,816</u>	\$ <u>1,003,192</u>

The accompanying notes to financial statements are an integral part of these statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	2019			2018		
	Without Donor Restriction	With Donor Restriction	Totals	Without Donor Restriction	With Donor Restriction	Totals
<b>SUPPORT AND REVENUE:</b>						
Support:						
Federal, state and local grants	\$ 816,889	\$ 46,556	\$ 863,445	\$ 739,360	\$ 73,020	\$ 812,380
Other grants	36,496	-	36,496	62,270	-	62,270
Revenue:						
Consulting revenue	2,630,106	-	2,630,106	2,734,772	-	2,734,772
Membership revenue	-	-	-	68,065	-	68,065
Workshop revenue	65,992	-	65,992	40,080	-	40,080
Other services	153,963	-	153,963	184,585	-	184,585
Gain (loss) on sale of real estate	264,898	-	264,898	(48,830)	-	(48,830)
Other income	1,000	-	1,000	-	-	-
Interest income	10	-	10	498	-	498
Support and revenue before reclassifications	3,969,354	46,556	4,015,910	3,780,800	73,020	3,853,820
Net assets released from restrictions:	50,619	(50,619)	-	90,167	(90,167)	-
Total support and revenue	<u>4,019,973</u>	<u>(4,063)</u>	<u>4,015,910</u>	<u>3,870,967</u>	<u>(17,147)</u>	<u>3,853,820</u>
<b>OPERATING EXPENSES:</b>						
Program services	3,462,009	-	3,462,009	3,881,071	-	3,881,071
Management and general	290,523	-	290,523	340,853	-	340,853
Total operating expenses	<u>3,752,532</u>	<u>-</u>	<u>3,752,532</u>	<u>4,221,924</u>	<u>-</u>	<u>4,221,924</u>
Change in net assets	267,441	(4,063)	263,378	(350,957)	(17,147)	(368,104)
NET ASSETS, beginning of year	<u>(211,654)</u>	<u>114,718</u>	<u>(96,936)</u>	<u>139,303</u>	<u>131,865</u>	<u>271,168</u>
NET ASSETS, end of year	\$ <u>55,787</u>	\$ <u>110,655</u>	\$ <u>166,442</u>	\$ <u>(211,654)</u>	\$ <u>114,718</u>	\$ <u>(96,936)</u>

The accompanying notes to financial statements are an integral part of these statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
STATEMENTS OF FUNCTIONAL EXPENSES  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	2019			2018		
	Program Services	Management and General	Totals	Program Services	Management and General	Totals
<b>OPERATING EXPENSES:</b>						
Personnel expenses:						
Salaries and wages	\$ 947,537	\$ 26,920	\$ 974,457	\$ 1,106,406	\$ 47,481	\$ 1,153,887
Employee benefits	130,257	1,602	131,859	190,208	23,925	214,133
Payroll taxes	69,481	889	70,370	81,598	4,399	85,997
Advertising	2,213	225	2,438	2,858	400	3,258
Catering	-	-	-	5,742	-	5,742
Conferences, conventions and meetings	12,626	15,982	28,608	22,812	11,771	34,583
Contracted services	1,903,124	316,809	2,219,933	1,813,223	284,988	2,098,211
Depreciation	-	5,933	5,933	52,686	72,932	125,618
Fees and service charges	1,070	7,519	8,589	1,979	12,802	14,781
Insurance	1,776	11,389	13,165	2,042	20,449	22,491
Interest expense	-	19,545	19,545	33,412	19,125	52,537
Occupancy	5,082	97,167	102,249	147,122	56,662	203,784
Office expenses	47,497	13,905	61,402	40,087	21,254	61,341
Professional fees	50	2,500	2,550	20,637	11,699	32,336
Travel	111,173	261	111,434	113,225	-	113,225
Indirect costs	230,123	(230,123)	-	247,034	(247,034)	-
 Total operating expenses	 \$ <u>3,462,009</u>	 \$ <u>290,523</u>	 \$ <u>3,752,532</u>	 \$ <u>3,881,071</u>	 \$ <u>340,853</u>	 \$ <u>4,221,924</u>

The accompanying notes to financial statements are an integral part of these statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in net assets	\$ <u>263,378</u>	\$ <u>(368,104)</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	5,933	125,618
(Gain) loss on sale of fixed assets	(264,898)	48,830
(Increase) decrease in the following assets:		
Accounts receivable	(80,069)	335,550
Prepaid expenses	(1,476)	(1,216)
Increase (decrease) in the following liabilities:		
Accounts payable	29,296	(81,920)
Accrued expenses	(64,050)	54,812
Deferred revenue	22,829	(7,619)
Total adjustments	<u>(352,435)</u>	<u>474,055</u>
Net cash flows from operating activities	<u>(89,057)</u>	<u>105,951</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Proceeds from sale of real estate	275,000	3,530,000
Purchases of office equipment	<u>(6,606)</u>	<u>-</u>
Net cash flows from investing activities	<u>268,394</u>	<u>3,530,000</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Net borrowings on line of credit	(37,388)	(20,558)
Principal payments of long-term debt	<u>(281,191)</u>	<u>(3,692,923)</u>
Net cash flows from financing activities	<u>(318,579)</u>	<u>(3,713,481)</u>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	(139,242)	(77,530)
CASH AND CASH EQUIVALENTS, beginning of year	<u>455,607</u>	<u>533,137</u>
CASH AND CASH EQUIVALENTS, end of year	\$ <u><u>316,365</u></u>	\$ <u><u>455,607</u></u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	\$ <u><u>19,545</u></u>	\$ <u><u>52,537</u></u>

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

1. Organization:

Southeastern Regional Education Service Center, Inc. (the Organization) was formed in 1974 when fourteen New Hampshire school districts pooled their resources to support special education students being mainstreamed into public school for the first time. The Organization's main focus areas include:

- Education services to school districts and educators throughout New Hampshire.
- A vision services program within the Organization supports school districts in meeting the unique needs of students who have a vision impairment, including students with additional disabilities. Services offered include assessments, instructions and consultation.

The Organization was created as, and remains, a nonprofit entity managed by a Board of Directors comprised of school board members and superintendents of schools. As an educational consortium, the Organization has both a regional and statewide focus in order to serve all educational communities. The Organization is known for piloting innovative practices and creativity, technological sophistication, and professional development that contributes to accountability, improved student learning and excellence in the teaching profession.

2. Summary of significant accounting policies:

Accounting for contributions and financial statement presentation – The Organization presents its financial statements in accordance with *Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958 Not-For-Profit Entities*. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Non-cash contributions are recorded at fair market value on the date of the donation. Income earned on net assets, including net realized appreciation on investments, is reflected as a change in net assets without donor restrictions or net assets with donor restrictions in accordance with donor stipulations.

Amounts related to the Organization's financial position and activities are reported in two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are available for use in general operations and not subject to donor or certain grantor restrictions.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed time or purpose restrictions. Donor-imposed restrictions are released when a restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished. When a donor restriction expires the net assets are reclassified as net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a board-approved spending policy. Restricted contributions that are received and utilized in accordance with donor stipulations in the same year are reported as contributions without donor restrictions. The Organization follows a similar policy for investment return on these funds.

Basis of accounting - Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC Topic 958-605-25 *Recognition-Contributions Received*.

Cash and cash equivalents – For purposes of the statement of cash flows, the Organization considers all liquid financial instruments with a maturity of three months or less to be cash equivalents.

Accounts receivable – Receivables consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is determined based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At June 30, 2019 and 2018, no allowance has been recorded as management believes receivables are fully collectible.

Property and equipment – Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. The Organization charges to expense annual amounts of depreciation which allocate the cost of operating property and equipment over their estimated useful lives. The Organization uses the straight-line method for computing depreciation. The ranges of estimated useful lives used are:

	<u>Years</u>
Buildings and improvements	40
Furniture, fixtures and equipment	5 – 10

Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized. No impairment loss has been noted during the year.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

Revenue recognition – Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized as revenue when they are received or unconditionally pledged.

Contributions – All contributions are reported as increases in net assets without donor restriction, unless the use of the contributed asset is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as net assets with donor restriction until the payment is due, unless the contribution is clearly intended to support activities in the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met. The Organization has adopted the policy of reporting contributions whose restrictions are met in the same reporting period as revenues without donor restriction.

Donated assets – Donated marketable securities and other non-cash donations are recorded as contributions at their estimated fair values at the date of donation. There were no amounts reflected in the financial statements for donated assets for the years ended June 30, 2019 and 2018.

Donated materials – Donated materials greater than \$500 are recorded as contributions at their estimated fair values at the date of donation. There were no amounts reflected in the financial statements for donated materials for the years ended June 30, 2019 and 2018.

Donated services – The Organization pays for most services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization with specific programs, solicitations and various committee assignments. Contributions of services are recognized when they are received if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not donated. There were no amounts reflected in the financial statements for donated services for the years ended June 30, 2019 and 2018.

Income taxes – The Organization qualifies as an organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Organization has evaluated its significant tax positions, including their tax-exempt status, and determined that they do not need to recognize a liability for any uncertain tax positions for interest, penalties or potential taxes. Accordingly, no provision for income taxes is required. The Organization's annual federal return filings (Form 990) and state filings (Form NHCT-2A) remain subject to examination by major tax jurisdictions for the standard three-year statute of limitations.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

Functional allocation of expense - The costs of providing the various program and supporting services have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Expenses are charged to programs and supporting services on the basis of periodic expense reviews and management estimates. Expenses directly attributable to a specific functional area of the Organization are reported as expenses of those functional areas. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

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

Accounting pronouncements adopted - In August 2016, the FASB issued ASU 2016-14, *“Presentation of Financial Statements of Not-for-Profit Entities” (Topic 958)*. The ASU amends the current reporting model for nonprofit organizations and enhances their required disclosures. The major changes include: (a) requiring the presentation of only two classes of net assets now entitled “net assets without donor restrictions” and “net assets with donor restrictions”, (b) modifying the presentation of underwater endowment funds and related disclosures, (c) requiring the use of the placed in service approach to recognize the expirations of restrictions on gifts used to acquire or construct long-lived assets absent explicit donor stipulations otherwise, (d) requiring that all nonprofits present an analysis of expenses by function and nature in either the statement of activities, a separate statement, or in the notes and disclose a summary of the allocation methods used to allocate costs, (e) requiring the disclosure of quantitative and qualitative information regarding liquidity and availability of resources, (f) presenting investment return net of external and direct internal investment expenses, and (g) modifying other financial statement reporting requirements and disclosures intended to increase the usefulness of nonprofit financial statements. In addition, ASU 2016-14 removes the requirement that not-for-profit entities that chose to prepare the statements of cash flows using the direct method must also present a reconciliation (the indirect method). The Organization has adopted this ASU as of and for the year ended June 30, 2019.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

3. Liquidity:

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, comprise the following:

	<u>2019</u>	<u>2018</u>
Financial assets:		
Cash and cash equivalents	\$ 316,365	\$ 455,607
Accounts receivable	<u>580,902</u>	<u>500,833</u>
Total financial assets available within one year	897,267	956,440
Less:		
Amounts unavailable for general expenditures within one year, due to:		
Restricted by donors with purpose restrictions	(110,655)	(114,718)
Amounts unavailable to management without board of director approval:		
Board designated for operational support	<u>(75,340)</u>	<u>(75,340)</u>
	<u>\$ 711,272</u>	<u>\$ 766,382</u>

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due. To help manage unanticipated liquidity needs, the Organization has a committed line of credit of \$100,000, which it could draw upon (see Note 5).

4. Property and equipment:

The original cost and accumulated depreciation of property and equipment is as follows as of June 30:

	<u>2019</u>	<u>2018</u>
Furniture, fixtures and equipment	\$ 13,371	\$ 32,806
Land	-	10,000
Buildings and improvements	<u>-</u>	<u>93,900</u>
	13,371	136,706
Less: accumulated depreciation	<u>4,601</u>	<u>117,257</u>
Net property and equipment	<u>\$ 8,770</u>	<u>\$ 19,449</u>

Depreciation expense totaled \$5,933 and \$125,618 for the years ended June 30, 2019 and 2018, respectively.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

5. Line of credit:

In November 2018, the Organization entered into an agreement for a non-revolving line of credit with a bank in the amount of \$100,000. The outstanding balance of this line at June 30, 2019 was \$0. This line expires on January 15, 2020, is payable on demand, and requires monthly payments of interest only. Interest is calculated at the People's United Bank prime rate plus a margin of 2.25% (currently at 7.50%).

The Organization also has an agreement with a bank to term out a matured commercial line of credit. The outstanding balance on this line at June 30, 2019 and 2018 was \$242,054 and \$279,442, respectively. This line of credit is payable monthly, beginning January 1, 2019 and ending December 1, 2024. Monthly payments, including a fixed rate of interest at 6.25%, are \$5,202 per month. Prior to this, the line was a revolving line of credit with a \$300,000 limit, payable on demand with required monthly interest only payments.

Termed out line of credit at June 30, 2019 matures as follows:

2020 (current portion)	\$ 48,608
2021	51,735
2022	55,062
2023	58,604
2024	<u>28,045</u>
	\$ <u>242,054</u>

6. Long-term debt:

The Organization had a note payable due in varying monthly installments and interest at 2.8% due semiannually, paid by the Organization on a monthly basis over 30 years, and secured by a letter of credit.

In October 2017 the Organization completed the sale of their main building, which was secured by the note. The proceeds of this sale paid off a significant amount of the note. The remaining note balance was paid off with five monthly payments of \$6,500 and the proceeds from the sale of the Merrimack building secured by this note in July 2018. The balance of the note payable at June 30, 2019 and 2018 was \$0 and \$282,441, respectively.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

7. Board designated net assets:

The Organization has net assets without donor restrictions that are considered board restricted. These net assets are unavailable to management without the board's approval and are designated for program support. Board designated net assets are comprised of two programs, the Center for Effective Behavioral Interventions and Supports (CEBIS) program and SMS services by speech pathologists. Funds represent net earnings from CEBIS workshops, consulting and SMS insurance payments. The CEBIS funds are to be used to offset expenses that are not funded by grants. The SMS funds are to be used to service speech patients after the yearly grant funds from the New Hampshire Bureau of Special Medical Services have been expended. Board designated net assets totaled \$75,340 as of June 30, 2019 and 2018.

8. Net assets with donor restrictions:

Net assets with temporary donor restrictions are available for the following purposes at June 30:

	<u>2019</u>	<u>2018</u>
Preschool Technical Assistance Network - district funds	\$ 48,596	\$ 53,357
Preschool Technical Assistance Network - private grants	37,537	36,839
Handicap fund	19,676	19,676
Scholarship fund	<u>4,846</u>	<u>4,846</u>
Total net assets with temporary donor restrictions	\$ <u>110,655</u>	\$ <u>114,718</u>

The Organization had no net assets with permanent donor restrictions at June 30, 2019 and 2018.

9. Defined contribution benefit plan:

The Organization sponsors a defined contribution plan covering all employees age 18 and over, with at least one consecutive year of service who agree to make contributions to the plan. The Organization has the option of making a discretionary matching contribution. No matching contributions were made by the Organization for the years ended June 30, 2019 and 2018.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

10. Related party transactions:

The Organization's Board of Directors includes school board representatives from member New Hampshire School Districts. No individual board member has significant control or influence over the fees charged or services provided to their own school district, as their vote can be overridden by board members with unrelated interests. Management has not disclosed specific transactions as the impact of the related party relationships is not deemed to have a material effect on the financial statements.

11. Concentrations of risk:

A material part of the Organization's revenue is derived from services provided to member districts and the New Hampshire Department of Health and Human Services, the loss of which would have a materially adverse effect on the Organization.

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts in deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

12. Operating lease:

The Organization rents its office space from a third-party under a multi-year lease agreement. The Organization entered into a one-year agreement on October 1, 2017, with lease payments of \$4,500 per month. In March 2018, the Organization signed an amended agreement to extend the lease three years, ending September 30, 2021. The base lease payment for this agreement is \$6,177 per month with annual increases of 3% beginning October 1, 2018.

The future minimum lease payments due in subsequent years are as follows:

7/1/2019-6/30/2020	\$ 78,080
7/1/2020-6/30/2021	80,425
7/1/2021-6/30/2022	<u>20,254</u>
	\$ <u>178,759</u>

Rent expense for the years ended June 30, 2019 and 2018 totaled \$75,792 and \$71,637, respectively.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2019 AND 2018

13. Subsequent events:

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through March 25, 2020, the date the financial statements were available to be issued.

Subsequent to year end, the World Health Organization declared Coronavirus (COVID-19) a pandemic. The continued spread of COVID-19, or any similar outbreaks in the future, may adversely impact the local, regional, national and global economies. The extent to which COVID-19 impacts our results is dependent on the breadth and duration of the pandemic and could be affected by other factors we are not currently able to predict. These impacts may include, but are not limited to, additional costs for responding to COVID-19, and loss of, or reduction to, revenue. Management believes the Organization is taking appropriate actions to respond to the pandemic, however, the full impact is unknown and cannot be reasonably estimated at this time.

No additional subsequent events were noted that would require disclosure in the Organization's financial statements as of this date.



**Southeastern Regional Education Service Center, Inc.**

165 South River Road, Unit F  
Bedford, NH 03110  
Phone: 603-206-6800  
Fax: 603-218-6045  
[www.seresc.net](http://www.seresc.net)

**PAUL HEBERT**  
Executive Director

**SERESC Board of Directors 2021**

**Andy Schneider, Chair**  
Principal SW Product Manager, Hewlett Packard Enterprise

**Eric McGee, Vice Chair**  
Superintendent, Pelham Public Schools

**Charles Littlefield, Secretary**  
Retired, Former Superintendent in various New Hampshire and Massachusetts school districts including Methuen, Auburn, Candia, and Hooksett

**Richard Ayers**  
Retired, former SERESC Temporary Executive Director

**Marge Polak**  
Assistant Superintendent, SAU 15 which includes the communities of Auburn, Candia and Hooksett

**Kim Royer**  
Special Educator, Barrington School District

## SUSAN ZACCARDO GIMILARO



### PROFILE

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Recognized leader in education with over thirty years of experience in consulting, mentoring, facilitation, training, program development and administration in early childhood education and school-age programming. Proven ability to successfully work with diverse populations, establishing effective and productive working relationships. Resourceful and creative developer of training courses and materials, with the ability to tailor instruction to individual needs and learning styles. Strong work ethic with a commitment to the highest principled standards.

### PROFESSIONAL EXPERIENCE

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- SERESC** **2011-present**  
*Project Director, ACROSS NH*  
Contracted through the NH Child Development Bureau to develop and establish a statewide network of consultation, training, and technical assistance to after school providers. ACROSS NH was a start-up organization with the Project Director designing and developing all aspects of infrastructure, including fiscal management. Focus of the project is statewide professional development for afterschool staff, as well as on-site technical assistance for areas in need of support. Developed initiatives include the Afterschool Leadership Circles, Leadership Institute I, Leadership Institute II, Program Management Basics, and Budgeting 101, as well as two statewide conference to support afterschool staff.
- Plymouth State University** **2016 – 2018**  
*Teaching Lecturer*  
Developer and faculty for *Leadership and Advocacy for Children, Contemporary Issues in Education, Senior Seminar.*
- Harvard University** **2007 - 2011**  
*Learning Facilitator*  
Certified Learning Facilitator for *Mind in the Making*, a Families and Work Institute Initiative. Contracted to work with Harvard Achievement Support Initiative (HASI) to facilitate learning programs for Boston Public Schools and early care and education programs in the Greater Boston area.

**PROFESSIONAL EXPERIENCE (continued)**

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***HASI Coach*****2007 – 2010**

Contracted consultant to the Harvard Achievement Support Initiative to coach school day teachers and after school staff in the Boston Public School in the Three to Third Initiative and the Step Up Initiative. Supported learning activities of children in preschool through Grade 5. Trained faculty and staff in *Smart Talk*, HASI's program of homework support and learning time enrichment activities.

**Granite State College, Concord, NH****2002 – 2008*****Faculty, 2002 - 2008***

Course developer of both online interactive courses and traditional classroom courses. Able to adapt teaching strategies for each group of students and coach individual students. Skilled in presenting engaging lectures, leading discussions, creating meaningful assignments. Educator of more than 400 students, receiving above average to outstanding performance evaluations. Knowledgeable in 2 online course delivery systems.

**Granite State College*****Resource Faculty, 2005 – 2006***

Researched, designed, and implemented a portfolio system for all ECE students. Aided faculty in developing portfolio assignments. Assisted faculty with credential applications. Guided new faculty in syllabus preparation. Facilitated faculty meetings. Participated in the development of faculty hiring criteria

**Wheelock College, Boston, MA****2003 – 2007*****Faculty, 2003 – 2007***

Co-instructor of annual week-long intensive Infant and Toddler seminar focused on improving the quality of infant-toddler care in NH. This is a CCDF supported course that trains providers working with some of NH's neediest children and families.

***Faculty, 2006 – 2007***

Co-instructor of Master's Level LPA 836: Infant and Toddler Programming. Instructor of LPA 836 as an on-campus Summer Professional Development Institute.

***Academic Advisor and Portfolio Manager, 2003 – 2007***

Advisor for Master's degree program. Transitioned students into cohort learning format. Monitored student progress. Advised students in development of leadership projects, academic plans, and career opportunities. Guided students in

## PROFESSIONAL EXPERIENCE (continued)

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preparing an academic portfolio and presentation. Coordinated and trained ECE leaders in reviewing student portfolios. Actively participated in all Wheelock Cohort programs, portfolio reviews, and documentation development.

**Child Development Bureau, Concord, NH** **2000 – 2006**  
*Consultant*

Specialist in the credential program. Reviewed and awarded more than 500 credentials. Established strategies to work with NHCTC and Granite State College for faculty credentials. Presented workshops to assist with preparing a credential application. Collaborated with Resource and Referral agencies in the development of a credential PowerPoint Presentation. Worked in developing the NH legislative rule for the credential program.

**The Applewood Learning Center, Londonderry, NH** **1989-2000**  
*Co-Founder and Director*

Co-founder and Director of this non-profit early care and education program, serving 90 low- and middle-income families of children ages 6 weeks through 12 years. Recognized as a leader in quality programs for children. Responsible for initial program start-up, fiscal policy, staff selection and training, curriculum, community relations, and development of parent board of directors. Created *AppleCorp*, a volunteer training program for teenagers 13 – 15 years old.

- Managed start-up budget of \$20,000; annual budget in year 11, \$875,000
- Educated and empowered parent board of directors who created by-laws, assisted in grant writing, motivated families, and provided training to other boards
- Devised staff retention policies to minimize staff turnover rate to be one of the lowest in NH
- Evaluated and improved program quality to achieve NAEYC Accreditation in 1993 and 1996, with a merit extension award in 1997
- Assisted in grant writing, to receive over \$120,000 in grants
- Coordinated the purchase and renovation of a new facility for Applewood in 1998
- Recognized as the only program in NH to have all teaching staff receive credentials at the first awarding of credentials

## CONSULTATION EXPERIENCE

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**Consultant** **2000 – present**  
Consultant and mentor on quality initiatives, including administration, staff performance and development, curriculum, infant and toddler development, afterschool programs, and parent relationships.

**CONSULTATION EXPERIENCE (continued)**

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**Consultant for PTAN (Preschool Technical Assistance Network)** 2009 - 2011  
 Consultant in staff development on successful partnerships with parents and preschool programs to benefit their work with children with special needs and challenging behaviors.

**Consultant Development** 2010 – 2011  
 Trainer for the Child Development Bureau's Consultant Development Program. Designed the training for this initiative. Partnered consultant mentors with protégées. Created an online forum for mentors and protégées to discuss the joys and challenges of consulting.

**Consultant** 2003  
 Consultant in organizational design for the New Hampshire affiliate of NAEYC. Prepared the 3 and 5 year strategic plans for the affiliate rebuilding process, required by NAEYC in order for NH to retain affiliate status. Met annually with the Washington, DC, staff, as NH's representative on the High Performing Inclusive Organization team.

**EDUCATION**

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**Cornell University, Ithaca, New York** 1981 - 1985  
*M.A. Educational Administration*

- Focus: Early Childhood Education
- Thesis: The Effects of a Montessori Educational Experience

**Regis College, Weston, MA** 1977 – 1981  
*A.B. English*

- Minor: Elementary Education
- Certification: N-3

## Continuing Education:

**Harvard edX, online** 2015 - present

- Leaders of Learning
- Immunity to Change

**Wheelock College, Boston, MA** 2002 - 2007

- LPA 850: Special Topics: Senior Mentor Corp
- 2007 Study Group to Reggio Emilia, Italy

**Pacific Oaks College, Pasadena, CA** 2006

- HD 515: The Art of Observation

**EDUCATION (continued)**

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**Syracuse University, Syracuse, NY** **2004**  
• CFS 535: Quality Infant/Toddler Caregiving

**VOLUNTEER EXPERIENCE – PROFESSIONAL**

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**NH Afterschool Network**, Advisory Committee, 2017 – present; Executive Committee and Treasurer, 2016-2017; Leadership Team, Subcommittee member for Program Quality and Professional Development, 2011 – present

**eein – Early Education and Intervention Network**, 2010 – 2011, Treasurer

**NHAEYC**, NH organization of 1000 members, current member and presenter

- Administrators' Conference, Co-Chair, 1993 – 1999, 2003 – 2005
- Affiliate Representative in Washington, DC, 2004 - 2005
- Past President, 1995 – 1996
- President, 1994 – 1995
- Secretary, 1990 – 1994

**PUBLICATIONS**

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"The AppleCorps: An Alternative to Young Teens Home Alone" in *Child Care Information Exchange*, March/April 2008

"The Lifetime Value of a Loyal Customer" in *Child Care Information Exchange*, September 2010

"Mission-Drive Advertising: Makes You Want to Work There" in *Child Care Information Exchange*, January 2011

"What You Should Know About Lead Poisoning" in *ParentingNH*, April 2016

**PROFESSIONAL MEMBERSHIPS**

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National AfterSchool Association  
National Association for the Education of Young Children, NH Affiliate  
New Hampshire Afterschool Network

## **CREDENTIALS AND AWARDS**

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Master Professional Credential in Early Childhood and Afterschool, NH Professional Development System, with endorsements as Faculty, Trainer, Consultant and Mentor

Afterschool Provider Service Support contract, State of NH, awarded 2011-2013, 2013-2015 with an extension to 2017, 2017-2019

Administrator of the Year Award, 1997, NHAEYC

# Catherine Ann Hazelton

[REDACTED]  
[REDACTED]  
[REDACTED]

## SUMMARY

As a highly organized, responsible and motivated professional with strong verbal and written communication skills, I am able to plan, manage and complete projects independently and on time. I possess strong technology skills and administrative skills in long range planning, project management and virtual communication.

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## PROFESSIONAL EXPERIENCE

### Project Assistant

**ACROSS NH (A Comprehensive Resource for Out-Of-Schooltime Staff), SERESC, Bedford, NH**

- 2015 -
- NH Afterschool Master Professional Credential with Program Consultant, Workshop Trainer, and Individual Mentor and Leadership Endorsements

### Project Assistant

**NHAN (New Hampshire Afterschool Network), SERESC, Bedford, NH**

- 2017 - 2018

### Owner

**Venture Out Services LLC, Brookline, NH**

- 2013 - 2016

### Kindergarten Instructional Assistant

**Hollis Primary School, Hollis, NH**

- 2010 - 2012

### Kindergarten Care Program Creator and Teacher

**Boys and Girls Club of Souhegan Valley, Milford, NH**

- 2009 - 2010

### Adjunct Faculty Professor

**Nashua Community College, Education Department, Nashua, NH**

- 2006 - 2009
- Emerging Literacy, Growth and Development of the Young Child, Foundations of Early Childhood Education

### Trainer

**NH Child Care Reference & Referral Agency, Nashua, NH**

- 2006 - 2008

**Kindergarten Teacher**

**Hollis Academy for Children, Hollis, NH**

- 2005 - 2006

**First Grade Teacher**

**Duzine School, New Paltz, NY**

- 2001 - 2004

**Executive Assistant**

**NetPublications, Inc., Poughkeepsie, NY**

- 2000 - 2001

**First Grade Teacher**

**Gilmanton School, Gilmanton, NH**

- 1995 - 2000

**Art Teacher**

**Knox School, St. James, NY**

- 1992 - 1993

**AmeriCorps VISTA Volunteer**

**The Friends Program, Concord, NH**

- 1991 – 1992, Developed a comprehensive program for children and families living in a subsidized housing development

**EDUCATION**

**Lesley University Graduate School, M. Ed. Early Childhood Education; Cambridge, MA, May 1995**

**Hartwick College, B.A. Anthropology; Oneonta, NY, 1991 (*Study Abroad: Kenya and Tanzania*)**

**Noble and Greenough School, HS Diploma; Dedham, MA, 1987**

## **Abigail J. Blodgett**

### **Education**

Bachelor of Science: Early Childhood Studies

Plymouth State University, Plymouth, NH, Date of Completion: December 2018

Option: Early Care and Education

Associate of Science: Early Childhood Education

NHTI -Concord's Community College, Concord, NH, Date of Graduation: May 2010

### **Advocacy, Mentorship, Leadership, Professional Development Experience**

**Social and Emotional Learning Project Coordinator**, ACROSS NH, Bedford, NH, 4/2020 – Present

- Work collaboratively with ACROSS NH consultants to design workshops, and continuous professional development series for school-age professionals in the topic of Social, Emotional, and Mindfulness Learning
- Facilitate training for school-age professionals in the topics of Social-Emotional and Mindfulness Learning
- Co-Author, “A Guide to Social and Emotional Learning for the Afterschool Professional”
- Lead a taskforce in constructing, “A Suspension and Expulsion Prevention Policy Guide for New Hampshire Afterschool Programs”
- Provide consultation to afterschool programs and out-of-school time professionals on the topics of Social-Emotional and Mindfulness Learning and Suspension and Expulsion Prevention
- Collaborate internally with SERESC colleagues on special projects

**Consultant**, ACROSS NH, Bedford, NH, 6/2019 – Present

- Plan and implement in-person and virtual professional development trainings for adult learners in the topics of ART Matters, Music and Movement in School-Age Programs, and Afterschool Basics Modules
- Attend QRIS Taskforce and coaching workgroup meetings as an afterschool representative
- Assist in the revision of the Afterschool Basics Training Modules

**Coach**, QRIS Coaching Pilot, University of New Hampshire, Durham, NH, 7/2019–1/2020

- Work with individual teachers to implement coaching strategies to help teachers and program administration to identify specific, measurable, achievable, results-focused goals and to create plans to meet those goals in their classrooms and programs
- Coordinate schedules, facilitate communication, gather knowledge and materials to support participating teachers in meeting their self-identified goals
- Participate in a variety of meetings with project investigators, participating teachers, program administrators, and Early Childhood Environment Rating Scale – 3 coaches, assessors, and anchors

**Practicum Student**, Early Learning New Hampshire, Concord, NH, 2/2018-5/2018

- Assist all directors with aspects of the organizational work of the office, meetings, and events
- Co-author advocacy piece with Dr. Marcia Blaine for Plymouth State University's monthly legislator newsletter regarding SparkNH and Early Learning New Hampshire

- Completed 100 hours of supervised work within this advocacy organization

### **Early Childhood, School-Age Experience**

**Camp Coordinator, Staff Support, Lead Teacher** East Side Learning Center, Concord, NH, 9/2005-3/12/2020

- Summer Camp Coordinator, 2019
  - Coordinate daily operations of school-age and preschool summer camp programs
  - Supervise staff, facilitate communication between staff, directors, children, and families, and coordinate resources to support staff in carrying out daily operations of the program
- Support staff in the application process for their early childhood and afterschool state credentials
- Assist director in planning and implementation of group trainings for adult learners
- Author State Licensing Required Continuity of Operations Plan (COOP) for center EOP update
- Lead Teacher of Kindergarten classroom from 2012 through 2016
- Build relationships with children, youth, families, and staff
- Plan and facilitate developmentally appropriate learning experiences and play-based curriculum to align with state standards across all content areas
- Plan and implement play-based experiences and enrichment experiences for children ages 2.9 years – 12 years over a broad spectrum of content areas including Spanish, Music, and Art
- Facilitate various performance groups annually that include children's drama clubs in English and Spanish, children's choral performances, yearend celebrations, and community caroling
- 12,000+ contact hours with children

### **Other Experience with Children, Youth, and Families**

**Piano Instructor**, Bedford Youth Performing Company, Bedford, NH, 8/2019-Present

- Provide individual piano instruction to students in-person and virtually
- Communicate student progress, implementation of curriculum, and approaches to instruction

**Private Piano Instructor**, Concord, NH, 9/2007 - Present

- Provide private piano instruction to students five years and older in-person and virtually
- Organize piano recitals and events for students and their families bi-annually

### **Credentials, Training, and Professional Activities**

- Reliable as a coach and assessor in the Early Childhood Environment Rating Scale – 3 (ECERS-3) assessment tool, Fall 2019
- Credentials held: NH ASDS Level 6, NH ASMP WT PM, ASA Level 3, NH ECT Level 6, NH ECMT Level 2, ECMP WT IM – Expiration May 22, 2022
- Practicum Cooperating Teacher for Students from NHTI, Concord's Community College, 2010-2011, 2012-2013, 2015-2016, cumulative 675+hurs of supervision of practicum students

### **Activities and Honors**

- Early Learning New Hampshire's Early Learning Champion Award, May 8<sup>th</sup>, 2018
- Margaret Kenyon Scholarship, Fall 2018

**References available upon request**

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan Gimilaro	Project Director	77,280.00	100%	77,280.00
Catherine Hazelton	Assistant Director	57,600.00	100%	57,600.00
Abigail Blodgett	SEL Coordinator	38,400.00	100%	38,400.00