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Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 27, 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 amend an existing contract with Southeastern Regional Educational Service Center, Inc. (VC#154855), Bedford, NH for the continued provision of consultation services for successful inclusion of young children with special needs, by exercising a renewal option by increasing the price limitation by $215,535.34 from $648,650.66 to $864,186.00 and by extending the completion date from June 30, 2021 to June 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 17, 2017, item #11A. It was subsequently amended with Governor and Council approval on May 2, 2018, item #5A, and most recently amended with Governor and Council approval on June 19, 2019, item #31.

Funds are anticipated to be available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation 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	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102/500731	Contracts for Prog Svc	42117811	$149,325.33	$0	$149,325.33
2019	102/500731	Contracts for Prog Svc	42117811	$149,325.33	$0	$149,325.33
2020	102/500731	Contracts for Prog Svc	42117811	$175,000.00	$0	$175,000.00
2021	102/500731	Contracts for Prog Svc	42117811	$175,000.00	$0	$175,000.00
2022	102/500731	Contracts for Prog Svc	42117811	$0	$215,535.34	$215,535.34
			Total	**$648,650.66**	**$215,535.34**	**$864,186.00**

EXPLANATION

The purpose of this request is to continue the statewide program to support the inclusion of young children with special needs in child care programs serving children six weeks through five years of age, and to execute Pyramid Model state coordination activities that will support implementation of the Pyramid Model State Leadership Team vision.

Each year, SERESC serves approximately 350 directors and teachers and provides 700 hours of consultation.

The Southeastern Regional Education Service Center, Inc. (SERESC) will continue providing on-site and telephone consultations to child care programs, as well as group training to child care teachers and directors to promote the successful inclusion and prevent the expulsion or suspension of young children with special needs.

The Bureau of Child Development and Head Start Collaboration of the Division of Economic Housing and Stability is responsible for the administration of the Federal Child Care and Development Funds and has historically used these funds to support a variety of quality activities intended to enhance the delivery of child care services throughout the state. Inclusion of young children with special needs in child care settings has been one of the specific areas where funds have been directed. SERESC provides child care teachers and directors with access to the support necessary to successfully include young children with special needs in the classrooms. Through statewide coordination of Pyramid Model activities, the vendor will also promote the adoption of the Pyramid Model framework within early childhood programs statewide to support children's healthy social-emotional development.

Every young child is an individual with unique strengths and needs. In order to achieve typical learning, behavior, and development, young children with special needs must remain in a consistent child care program. In order to achieve this consistency of care, child care teachers and directors need specialized consultation specific to the strengths and needs of the individual child. This consultation provides teachers and directors with easily implemented adaptions to the environment, schedule, and curriculum that meet the needs of the individual child without disrupting the classroom for the other children.

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

- Monthly and quarterly quantitative reports provided by the vendor to the Department;
- Required meetings between the Department and the vendor four times per year, either in-person or telephonically;
- Performance review report submitted by the vendor at the end of each State Fiscal Year; and
- Periodic reviews by the Department of the vendor's systems of governance, administration, and clinical and financial management.

As referenced in Exhibit C-1, Revisions to General Provisions, Paragraph 3, of the original contract, 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. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting

in financial hardship for families dependent on subsidized child care and the inability of some child care programs in need of technical assistance and training to remain in operation and provide positive behavioral supports to children.

Area served: Statewide

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

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Consultation Services for Successful Inclusion of Young Children with Special Needs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southeastern Regional Educational Service Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 7, 2017, (Item #11A), as amended on May 2, 2018, (Item #5A), and as amended on June 19, 2019, (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $864,186

3. Modify Exhibit A, Amendment #2, Scope of Services, Section 1, Subsection 1.3, to read:

   1.3 For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0 et seq.

4. Modify Exhibit A, Amendment #2, Scope of Services, Section 1, by adding Subsection 1.4, to read:

   1.4 The Contractor shall participate in monthly compliance meetings with the Department.

5. Modify Exhibit A Amendment #2, Scope of Services, Section 2, Subsection 2.17, to read:

   2.17 The Contractor shall maintain a written technology policy governing permitted use of the Department-designated data system, the New Hampshire Connections Information System (NHCIS).

6. Modify Exhibit A Amendment #2, Scope of Services, Section 2, Subsection 2.18, to read:

   2.18. The Contractor shall provide adequate training to staff on the permitted use of the Department's designated data system, NHCIS.

7. Modify Exhibit A Amendment #2, Scope of Services, Section 2, Subsection 2.19, to read:

   2.19 The Contractor shall utilize the Department-designated data system, NHCIS, to record the consultation and training provided to child care teachers and directors.

8. Modify Exhibit A Amendment #2, Scope of Services, Section 2, Subsection 2.29, to read:

   2.29. The contractor shall executed Pyramid Model (PM) state coordination activities that support implementation of the PM State Leadership Team (SLT) vision.

9. Modify Exhibit A Amendment #2, Scope of Services, Section 2, by adding Subsection 2.30 to read:

   2.30 The Contractor shall support infrastructure development that builds state capacity to

implement the Pyramid Model in Department-supported programs and services including child care, home visiting, and Early Supports and Services. The Contractor shall:

2.30.1 Facilitate monthly SLT and Core Team Planning Meetings.

2.30.2. Support the development and implementation of a sustainable, coordinated professional development system.

2.30.3. Serve as the Coach of Coaches for Master Cadre members and practice-based program coaches who support PM implementation sites.

2.30.4 Develop and implement ongoing PM professional development opportunities.

2.30.5. Utilize data from the NH Department of Education (DOE) system (MyNHDOE) to rate reports for submission.

10. Modify Exhibit A Amendment #2, Scope of Services, Section 2, by adding Subsection 2.31, to read:

    2.31. The Contractor shall conduct follow up surveys ninety (90) days after the conclusion of consultation services in order to evaluate the effectiveness of services on maintaining children's enrollment in the program.

11. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

    4.1 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 line item, as specified in Exhibits B-3, Budget through Exhibit B-5 Amendment #3 Budget.

12. Add Exhibit B-5 Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

13. Add Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/10/2021
Date

DocuSigned by:
Christine Santaniello
BD6054FFECED4B4...
Name: Christine Santaniello
Title: Director

Southeastern Regional Educational Service Center, Inc.

6/8/2021
Date

DocuSigned by:
Paul Hebert
0BBA775B4FDD4B1...
Name: Paul Hebert
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/10/2021
Date

DocuSigned by:
D5CA0202E32C4AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: A33D52DC-9F7B-47A2-A85E-32F6AA5284A8

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name Southeastern Regional Educational Service Center, Inc.

Budget Request for: Consultation for Inclusion of Young Children with Special Needs

Budget Period: SFY 2022

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	**Direct**	**Indirect**	**Total**	**Direct**	**Indirect**	**Total**	**Direct**	**Indirect**	**Total**
1. Total Salary/Wages	$ 111,457.87		$ 111,457.87				$ 111,457.87	$ -	$ 111,457.87
2. Employee Benefits	$ 15,611.10		$ 15,611.10				$ 15,611.10	$ -	$ 15,611.10
3. Consultants	$ 62,250.00		$ 62,250.00				$ 62,250.00	$ -	$ 62,250.00
4. Equipment:								$ -	$ -
Rental								$ -	$ -
Repair and Maintenance								$ -	$ -
Purchase/Depreciation								$ -	$ -
5. Supplies:								$ -	$ -
Educational	$ 151.00		$ 151.00				$ 151.00	$ -	$ 151.00
Lab								$ -	$ -
Pharmacy								$ -	$ -
Medical								$ -	$ -
Office	$ 350.34		$ 350.34				$ 350.34	$ -	$ 350.34
6. Travel	$ 7,500.00		$ 7,500.00				$ 7,500.00	$ -	$ 7,500.00
7. Occupancy								$ -	$ -
8. Current Expenses								$ -	$ -
Telephone	$ 900.00		$ 900.00				$ 900.00	$ -	$ 900.00
Postage								$ -	$ -
Subscriptions	$ 667.00		$ 667.00				$ 667.00	$ -	$ 667.00
Audit and Legal								$ -	$ -
Insurance								$ -	$ -
Board Expenses								$ -	$ -
9. Software								$ -	$ -
10. Marketing/Communications								$ -	$ -
11. Staff Education and Training								$ -	$ -
12. Subcontracts/Agreements								$ -	$ -
13. Other (specific details mandatory):								$ -	$ -
								$ -	$ -
								$ -	$ -
Indirect at 8%	16,648.03		16,648.03				16,648.03	$ -	$ 16,648.03
TOTAL	**$ 215,535.34**	**$ -**	**$ 215,535.34**	**$ -**	**$ -**	**$ -**	**$ 215,535.34**	**$ -**	**$ 215,535.34**

Indirect As A Percent of Direct 0.0%

Contractor Initials DS

Date 6/8/2021

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

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

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

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

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.).

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

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/doit/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.

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

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

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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.

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
FCDF995C50384F4...

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2021

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Citizens Insurance Company of	31534
INSURER B :	Hanover Insurance Company	22292
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Southeastern Regional Educational Service Center, Inc.
165 South River Road, Suite F
Bedford NH 03110

COVERAGES **CERTIFICATE NUMBER:** CL207212021 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZBV 9626777 09	07/01/2020	07/01/2021	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZBV 9626777 09	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			UHV 9636434 09	07/01/2020	07/01/2021	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) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WHV9620856	07/01/2020	07/01/2021	[X] PER STATUTE [ ] 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 09	07/01/2020	07/01/2021	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

Lyndsay Lee

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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

PAUL HEBERT
Executive Director

MISSION STATEMENT

The Southeastern Regional Education Service Center, (SERESC), is a nonprofit educational service agency located in Bedford, NH. SERESC's mission is to find innovative solutions for the student and systems-level challenges of New Hampshire's K-12 schools, as well as its preschool and afterschool programs. Since 1974, New Hampshire's schools and families have relied on SERESC to provide customized educational and therapeutic services to students, and high quality professional development to educators.

Southeastern Regional Education Service Center, Inc.

Profit and Loss

July 2019 - June 2020

	TOTAL
Income	
40.0000 Contributions	39,728.00
41.0000 Grants-Corporate & Foundation	45,399.61
42.0000 Grants-Government	
4040 Grant Revenue	14,925.00
4150 Grant Awards	5,000.00
4300 State Revenue	15.00
4400 Federal Revenue	666,673.12
Total 42.0000 Grants-Government	**686,613.12**
46.0000 Program Services Revenue	
4010 School District Revenue	24,093.57
4050 Vision Services	372,514.95
4060 Teacher of the Deaf Services	182,186.39
4120 Consulting Revenue	1,170,178.99
4120.1 Markup	262,818.49
4120.2 Consulting Revenue	368,601.91
Total 4120 Consulting Revenue	**1,801,599.39**
4125 Travel Revenue	72,212.17
4170 Workshop Revenue	62,170.00
4195 CEBIS Fee	4,725.00
4299 SMS Insurance Revenue	108,394.89
Total 46.0000 Program Services Revenue	**2,627,896.36**
48.0000 Interest & Investment Income	
4200 Interest Income	28.22
Total 48.0000 Interest & Investment Income	**28.22**
Total Income	**$3,399,665.31**
GROSS PROFIT	**$3,399,665.31**
Expenses	
5330 Interpreter Services	244.02
60.0000 Personnel Expense	
5100 Salaries	697,754.17
5150 Allocated Salaries	235,600.54
5160 Benefits Allocated	0.00
5211 Health Insurance	134,662.66
5212 Dental Insurance	11,677.54
5213 Life Insurance	5,415.71
5214 Workers Comp Insurance	4,173.90
5215 Medical Malpractice Insurance	1,826.84
5230 Payroll Tax Expense	58,132.03

Southeastern Regional Education Service Center, Inc.

Profit and Loss

July 2019 - June 2020

	TOTAL
5270 Professional Dev Reimbursement	1,821.42
5271 Training Stipends	16,549.50
5350 Allocated Benefits	10,619.31
Total 60.0000 Personnel Expense	**1,178,233.62**
61.0000 Professional Services	
5300 Contract Services	1,570,603.83
5301 Program Manager Contract Services	82,240.00
5320 Outside Contracted Services	375,779.72
5380 Audit	4,232.50
5390 Legal Fees	2,719.50
5395 Payroll Service Fees	2,821.71
Total 61.0000 Professional Services	**2,038,397.26**
70.0000 Supplies & Office	
5450 Rentals	19,104.10
5560 Postage	2,496.17
5590 Office Expense	1,665.27
5593 Dues & Subscriptions	19,380.00
5610 Supplies	69,043.49
5614 Educational Supplies	1,837.01
5740 Minor Equipment	4,308.96
Total 70.0000 Supplies & Office	**117,835.00**
71.0000 Advertising & Promotion	
5540 Advertising	338.78
5660 Marketing	2,317.49
Total 71.0000 Advertising & Promotion	**2,656.27**
72.0000 Travel, Conferences & Mtgs	
5302 Meetings	12,078.31
5580 Travel Expense	74,419.68
64300 Meals and Entertainment	190.71
Total 72.0000 Travel, Conferences & Mtgs	**86,688.70**
73.0000 Insurance Exp	
5520 Insurance	14,515.10
Total 73.0000 Insurance Exp	**14,515.10**
74.0000 Occupancy	
5440 Repairs & Maintenance	5,100.00
5530 Communications	25,072.79
5650 Utilities	76.78
67100 Rent Expense	78,080.49
Total 74.0000 Occupancy	**108,330.06**

Southeastern Regional Education Service Center, Inc.

Profit and Loss

July 2019 - June 2020

	TOTAL
75.0000 Depreciation & Amortization	
5770 Depreciation	3,813.73
Total 75.0000 Depreciation & Amortization	**3,813.73**
76.0000 Interest, Bank Fees & Related	
5400 Interest Expense	12,829.39
5460 Credit Card Fees	2,879.69
5591 Bank Service Charges	5,577.12
Total 76.0000 Interest, Bank Fees & Related	**21,286.20**
77.0000 Other	
5900 Indirect Costs	0.00
80000 Waiting for Receipts	622.99
Total 77.0000 Other	**622.99**
Total Expenses	**$3,572,622.95**
NET OPERATING INCOME	**$ -172,957.64**
Other Income	
COVID-19 Income	186,769.92
Total Other Income	**$186,769.92**
NET OTHER INCOME	**$186,769.92**
NET INCOME	**$13,812.28**

Southeastern Regional Education Service Center, Inc.

Balance Sheet

As of June 30, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10.0000 Operating Cash	
1020 Petty Cash	0.00
1057 Hear in NH	0.00
1090 People's United Operating	455,788.93
1091 Credit Card Clearing	0.00
1095 People's United Money Market	0.00
Total 10.0000 Operating Cash	**455,788.93**
10.5000 Restricted Cash	4,616.91
1040 Restricted - TD Bank - 4915	0.00
1080 Eastern Checking Account	26,908.81
1130 Bond Funds Escrow	0.00
Total 10.5000 Restricted Cash	**31,525.72**
1072 Bill.com Money Out Clearing	0.00
Total Bank Accounts	**$487,314.65**
Accounts Receivable	
1100 Accounts Receivable	397,114.79
Total Accounts Receivable	**$397,114.79**
Other Current Assets	
1110 AR Other	0.00
1111 Allowance for Bad Debt	0.00
1115 Conference Center Receivables	0.00
1116 Professional Development Receiv	0.00
1200 Prepaid Expenses	0.00
12000 Undeposited Funds	0.00
1201 Prepaid Insurance	17,458.32
1202 Prepaid Rent	11,054.85
Total Other Current Assets	**$28,513.17**
Total Current Assets	**$912,942.61**

Southeastern Regional Education Service Center, Inc.

Balance Sheet

As of June 30, 2020

	TOTAL
Fixed Assets	
14.BLDG Building	0.00
1600 Buildings and Improvements	0.00
1655 Bedford Addition	0.00
1665 Extended Parking Lot	0.00
1670 Facilities Assets	0.00
Total 14.BLDG Building	**0.00**
14.EQPT Equip & Furnishings	
1610 Equipment	13,371.39
1620 Education Equipment	0.00
Total 14.EQPT Equip & Furnishings	**13,371.39**
1630 Vehicles	0.00
1640 Land	0.00
17000 Accumulated Depreciation	
1700 Accum. Dep - Buildings and Impr	0.00
1710 Accum. Dep - Office Equipment	-5,070.21
1720 Accum. Dep - Equipment	-1,577.87
1730 Accum. Dep. - Vehicles	0.00
1740 Accum. Dep. - Facilities Asset	0.00
1750 Accum. Dep. - Parking Lot	0.00
Total 17000 Accumulated Depreciation	**-6,648.08**
Total Fixed Assets	**$6,723.31**
TOTAL ASSETS	**$919,665.92**

Southeastern Regional Education Service Center, Inc.

Balance Sheet

As of June 30, 2020

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	346,322.30
Total Accounts Payable	**$346,322.30**
Other Current Liabilities	
20001 Accounts Payable Import	0.00
2300 Current Liabilities	
2250 NH Room and Meals Tax Liability	0.00
2675 Accrued Interest Expense	0.00
2678 accrued insurance expense	0.00
Total 2300 Current Liabilities	**0.00**
24000 Payroll Liabilities	0.00
2100 Federal Tax Withheld	0.00
2220 FICA Tax Withheld Employee	0.00
2230 Federal Income Tax Withheld Emp	0.00
2240 Payroll Clearing Account	0.00
2310 Health Insurance Payable	0.00
2320 health insurance cobra	0.00
2330 Dental Insurance Payable	0.00
2340 Dental Insurance - COBRA	0.00
2400 Pension WIthheld	0.00
2600 Accrued Salaries and FICA	14,464.35

Southeastern Regional Education Service Center, Inc.

Balance Sheet

As of June 30, 2020

	TOTAL
Total 24000 Payroll Liabilities	**14,464.35**
2630 accrued a/p	0.00
2700 Deferred Revenue	0.00
2650 PDC Deposits	0.00
2651 Workshop Deposits	0.00
2700-00 SERESC Local	0.00
2700-02 Merrimack	0.00
2700-07 Hear In NH	0.00
2700-09 Consultants	0.00
2700-25 Deferred Income CEBIS	0.00
2700-27 Instructional Rounds	0.00
2700-31 PTAN Contributions	0.00
2700-34 Mott Foundation Grant	80,834.42
2700-44 PDS Business Development	0.00
2700-46 PTAN Endowment for Health Grant	189.27
2700-53 SMS	53,081.00
2700-57 Ardith Kirshberger	0.00
2700-64 STEM Summer Program	0.00
2700-66 Deferred Revenue - RBT Training	0.00
2700-81 DOE Grant 2018-2019	0.00
2700-87 Southern Rockingham Co. Grant	0.00
2700-90 PTAN NHCF Grant	0.00
2890 Advanced Billings - Vision	0.00
Total 2700 Deferred Revenue	**134,104.69**
2895 Current Maturities of Long Term	0.00
2896 Line of Credit	193,621.40
Paycheck Protection Program	42,010.08
Total Other Current Liabilities	**$384,200.52**
Total Current Liabilities	**$730,522.82**
Long-Term Liabilities	
2905 N/P 2006 Bond	0.00
Total Long-Term Liabilities	**$0.00**
Total Liabilities	**$730,522.82**
Equity	
3000 Retained Earnings - Current Yr	0.00
30000 Opening Balance Equity	0.00
30100 Capital Stock	
3100 Net Assets	2,540,281.27
3101 - Prior YR TB	0.00
3200 Net Assets (Board Designated)	49,940.19
32000 Retained Earnings	-2,563,304.64

Southeastern Regional Education Service Center, Inc.

Balance Sheet

As of June 30, 2020

	TOTAL
3300 Net Assets (Temp Restricted)	0.00
Handicap Fund	19,682.00
New Hampshire Charitable Founda	36.00
NHAN Private Grants	81,091.00
PTAN District Funds	42,176.00
Scholarship Funds	5,429.00
Total 3300 Net Assets (Temp Restricted)	**148,414.00**
Net Income	13,812.28
Total Equity	**$189,143.10**
TOTAL LIABILITIES AND EQUITY	**$919,665.92**

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SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

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

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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.

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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

boster@osterwheeler.com ewheeler@osterwheeler.com eprigge@osterwheeler.com blabarre@osterwheeler.com

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

	2019	2018
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 316,365	$ 455,607
Accounts receivable	580,902	500,833
Prepaid expenses	28,779	27,303
Total current assets	926,046	983,743
PROPERTY AND EQUIPMENT, net:	8,770	19,449
Total assets	$ 934,816	$ 1,003,192
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
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	48,608	-
Total current liabilities	574,928	1,100,128
LONG-TERM LIABILITIES:		
Long-term debt, net of current portion	193,446	-
Total long-term liabilities	193,446	-
Total liabilities	768,374	1,100,128
NET ASSETS:		
Without donor restriction		
Undesignated	(19,553)	(286,994)
Board designated	75,340	75,340
Total without donor restriction	55,787	(211,654)
With donor restriction	110,655	114,718
Total net assets	166,442	(96,936)
Total liabilities and net assets	$ 934,816	$ 1,003,192

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

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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
SUPPORT AND REVENUE:						
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	4,019,973	(4,063)	4,015,910	3,870,967	(17,147)	3,853,820
OPERATING EXPENSES:						
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	3,752,532	-	3,752,532	4,221,924	-	4,221,924
Change in net assets	267,441	(4,063)	263,378	(350,957)	(17,147)	(368,104)
NET ASSETS, beginning of year	(211,654)	114,718	(96,936)	139,303	131,865	271,168
NET ASSETS, end of year	$ 55,787	$ 110,655	$ 166,442	$ (211,654)	$ 114,718	$ (96,936)

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

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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
OPERATING EXPENSES:						
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	$ 3,462,009	$ 290,523	$ 3,752,532	$ 3,881,071	$ 340,853	$ 4,221,924

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

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

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 263,378	$ (368,104)
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	(352,435)	474,055
Net cash flows from operating activities	(89,057)	105,951
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of real estate	275,000	3,530,000
Purchases of office equipment	(6,606)	-
Net cash flows from investing activities	268,394	3,530,000
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings on line of credit	(37,388)	(20,558)
Principal payments of long-term debt	(281,191)	(3,692,923)
Net cash flows from financing activities	(318,579)	(3,713,481)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(139,242)	(77,530)
CASH AND CASH EQUIVALENTS, beginning of year	455,607	533,137
CASH AND CASH EQUIVALENTS, end of year	$ 316,365	$ 455,607
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 19,545	$ 52,537

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

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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.

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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:

	Years
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.

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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.

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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.

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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:

	2019	2018
Financial assets:		
Cash and cash equivalents	$ 316,365	$ 455,607
Accounts receivable	580,902	500,833
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	(75,340)	(75,340)
	$ 711,272	$ 766,382

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:

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

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

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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	28,045
	$ 242,054

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.

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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:

	2019	2018
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	4,846	4,846
Total net assets with temporary donor restrictions	$ 110,655	$ 114,718

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.

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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	20,254
	$ 178,759

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

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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.

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www.seresc.net

PAUL HEBERT
Executive Director

SERESC

Southeastern Regional Education Service Center, Inc.

SERESC Board of Directors 2021

Andy Schneider, Chair

[redacted]

Principal SW Product Manager, Hewlett Packard Enterprise

Eric McGee, Vice Chair

[redacted]

Superintendent, Pelham Public Schools

Charles Littlefield, Secretary

[redacted]

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

Richard Ayers

[redacted]

Retired, former SERESC Temporary Executive Director

Marge Polak

[redacted]

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

Kim Royer

[redacted]

Special Educator, Barrington School District

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Joan M. Izen, M.A., CCC-SLP

Highly skilled and experienced consultant committed to supporting individuals and groups with the knowledge and skills needed to achieve their goals.

Summary

- Over thirty-year's experience in leadership and management positions within education and other non-profit environments.
- Expertise in assessment, meeting facilitation, strategic planning, change management, team development, process analysis and evaluation.
- Successful grant writer with a twenty-eight year proven track record.
- Content knowledge in Pyramid Model practices including Practice-Based Coaching and trauma-informed early childhood services (TIECS)
- Organized and articulate; strong written and verbal language skills.

Professional Experience

Organization Development Consultant

Southeastern Regional Education Service Center, Inc. (SERESC), Bedford, NH

Meeting facilitator [2008-present]

- Develop and support highly productive groups to achieve their desired goals.
  - Process meetings for staff, consultants and coaches (2008-present)
  - SEE Change (Sustainable Early Engagement for Change) State Leadership Team focused on implementing, sustaining and scaling up evidence-based practice (DEC Recommended Practices) to improve child outcomes (2014-2016)
  - Pyramid Model State Leadership Team focused on statewide implementation of Pyramid Model practices so that "All NH families, early childhood programs, and communities have the capacity to support the social emotional well-being of infants and young children." (2016-present)

Strategic planning facilitator [2009-present]

- Jaffrey-Rindge School District, Jaffrey, NH [2009-2011]
  - Engaged a team of special education administrators and preschool special education teachers and therapists in a two-year strategic planning and implementation process to promote improved education outcomes for the district's identified preschool children and their families.
- SERESC Leadership Team [2011-2014]
  - Ongoing facilitation to support the development and implementation of a comprehensive strategic plan.

Project Director, Grant Writer, Consultant

Southeastern Regional Education Service Center, Inc. (SERESC), Bedford, NH

Coordinator of Practice-Based Coaches and TPOT Administrators for 8 NH School Districts (2018-2019)

- Recruit, hire, supervise and support cohort of skilled and knowledgeable coaches and administrators

NH Preschool Technical Assistance Network [1990-present]

- Conceived, designed and developed the Preschool Technical Assistance Network (PTAN), a statewide professional development system that promotes quality programs for New Hampshire's young children with special needs and their families.
- Ongoing grant writing responsibilities to secure local, state and federal funding
- Hire, supervise and support project staff and associated consultants
- Facilitate interagency groups; provide individual and group consultation; develop training curriculum; and train small and large groups
- Provide consultation/technical assistance to childcare teachers and administrators to prevent expulsion of young children with challenging behaviors and other special needs.
- Produce annual reports documenting achievement of project goals with substantive outcome data

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The Regional Preschool Improvement Project [1998-2008]

- Annually redesigned this collaboratively funded project to meet the needs of the participating school districts. Provided consultation and training to promote programs' ongoing efforts to improve their services for young children with disabilities and their families.

The Early Childhood Training Project [1992-1996]

- Annually designed this collaboratively funded statewide training project. Responsible for all aspects of this annual conference including: program design, grant writing, selection of presenters, brochure design, site selection, registration process, exhibit hall and coordination of paid and volunteer staff.

The Regional Child Find Project [1989-1992]

- Designed this regional child find program for school districts to identify children, birth to 6-years old who may be eligible for special education programming.

Project SET (Smooth and Efficient Transitions) [1990-1992]

- Designed and implemented this collaboratively funded project to improve the transition of young children and families from early supports and services to preschool special education.

Speech-Language Pathologist/Developmental Specialist [1988-1990]

- Private practitioner working with families of very young children, birth through age 3

Director of Program Development, Speech/Language Pathologist [1981-1987], The Early Intervention Program at Southern New Hampshire Medical Center, Nashua NH

Speech-Language Pathologist [1980-1981], Crotched Mountain Rehabilitation Center, Greenfield, NH

Education

	Leadership NH, 2010
O.D. Certificate	Organization Development, 2008
	Antioch University New England, Keene, New Hampshire
M.A.	Speech Communication, 1980
	University of Maine, Orono, Maine
B.S.	Communication Disorders, 1977
	Emerson College, Boston, Massachusetts

Achievements and Appointments

- *Award for Excellence* recipient, NH Association for Infant Mental Health, April 2019, *"in recognition of outstanding contributions to the practice and promotion of infant mental health in New Hampshire"*
- NH DHHS Child Development Bureau, Early Childhood Credential Level 3: Trainer, Mentor, Faculty, 2002-2008; Early Childhood Master Professional: Program Consultant, 2009-2018
- Trauma Informed Early Childhood Services training completed 5/16; participant in ongoing TIECS reflective supervision (8/16-present); Facilitator of TIECS Professional Learning Community (2017)
- Advisory Committee member, *Breakthrough Manchester* (9/14-present)
- Board of Directors, Secretary, *Lake Kanasatka Watershed Association,* (8/13-present)
- Chair, Board of Directors, *Girls At Work, Inc.* (9/10-6/13)
- *Gwen and Henry Morgan Award* recipient, New Hampshire Department of Health and Human Services/Child Development Bureau, *"in recognition of your achievement in professional development and commitment to improving the quality of care and education in New Hampshire"*

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- *Mary Stuart Gile Award* recipient, New Hampshire Department of Health and Human Services/Child Development Bureau, *"in recognition of your commitment to the development of the next generation of early childhood professionals"* (2006)
- New Hampshire Child Care Advisory Council, 1996-2014 (Secretary, 1998-2002, Vice-Chair, 2002-2008, Co-Chair, 2011-2013)

Professional Affiliations

- The American Speech-Language-Hearing Association
- The Organization Development Network
- New Hampshire Center for Nonprofits
- The NH Association for Infant Mental Health
- The Council for Exceptional Children – Division of Early Childhood
- The National Association for The Education Of Young Children

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Hillary Pincoske

EXPERIENCE

Preschool Technical Assistance Network

Bedford NH

2017-present

PTAN Project Assistant

- Grant funded position supported by DHHS Bureau of Child Development and Head Start Collaboration and DOE Bureau of Special Education
- Work with Project Director to sustain and support current project activities
- Primary contact person for NH child care teachers and directors seeking professional development support and consultation
    - Conduct intake calls from child care providers seeking assistance
    - Maintain accurate records
- Coordinate child care training throughout the state
    - Find training locations, assign trainers, publicize training, organize registrations, gather evaluations
- Receive monthly invoices from consultants
    - Maintain accurate records of project finances

Sant Bani School

Sanbornton NH

Assistant Director of Program (grades K-8)

2017

- Coordinate Club program for students in grades 1-5
- Designed an After School Enrichment Program for students in grades K-8
    - Coordinate all offerings and assignments for Enrichment
- Member of the Student Intervention Team
    - Communicated with teachers regarding student needs
    - Developed action plans if needed
- Organize All School events
- Co-Led community service events
- Offer social and emotional student support
- Assist Director of Program with discipline and parent concerns
- Daily intervention with student needs, logistical needs and scheduling conflicts
- Many of the same tasks listed below as Program Coordinator

Teacher

2015

- STEAMS teacher (Science, Technology, Engineering, Arts, Mathematics, Service) K-5
- Enrichment teacher
- Small group literacy instruction

Transportation Coordinator

2014-2017

- Schedule all buses for field trips, clubs and events
- Create lists for daily transportation for 4 buses

Assistant to Director of Physical Plant

2014-2017

- Create a calendar and schedule for parent cleaners
- Create cleaning sections within 2 academic buildings
- Communicate with parents weekly about cleaning responsibilities

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- Inventory, order and restock all cleaning supplies

Program Coordinator (grades K-12)

- Coordinated Art Block Program for students in grades 3-12 — 2002-2015
- Coordinate all subbing needs for K-8 teachers
  - Coverage needed for conferences, workshops and other planned ahead personal time
  - Coverage needed last minute for illness or emergency
- Scheduling
  - Participate in creating class schedule for K-5
  - Participate in creating individual teacher schedules for K-8
  - Review schedules as trimesters change

Kindergarten Teacher — 1997-2002

- First and Second Grade Assistant Teacher — 1997-2000
- Elementary Service Learning Coordinator — 2000-2014
  - Coordinated service learning projects and field trips
  - Provided support for homeroom teachers

Concord Family YMCA Child Development Center — 2009-2010

Concord NH

- Substitute Childcare Teacher

The Children's Learning Center

Keene NH

- Assistant Teacher, Lead Teacher, School Age Summer Program — 1996-1998

EDUCATION

Colby-Sawyer College — 1992-1996

New London NH

Major: Early Childhood Development **Minor:** Psychology

K-3 Teacher Certification

PROFESSIONAL DEVELOPMENT

Responsive Classroom Sampler Course - Lora M. Hodges, Ed.D. - 2015
SPIRALS community based learning and sustainability - 2015
Service Learning - Tracy Harkins - 2015
Google Classroom - Allison Mollica - 20016
Differentiated Instruction Strategies - Susan Fitzell – 2016
Trauma Informed Early Childhood Services Modules - 2017
Pyramid Model Modules – 2017
Prevent Teach Reinforce for Young Children (PTRYC) 2018
Trauma Informed Care Through the Lens of Pyramid Model - 2019

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REFERENCES

DocuSign Envelope ID: A33D52DC-9F7B-47A2-A85E-32F6AA5284A8

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Izen	Project Director	$108,413.63	49%	52,825.75
Hillary Pinkoske	Project Assistant	$49,974.42	50%	$25,132.12
TBD	Project Coordinator	$33,500	100%	$33,500

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
FAX: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

June 4, 2019

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 & Housing Stability to exercise a renewal option and amend an existing agreement with Southeastern Regional Education Service Center, Inc. (Vendor # 154866), 29 Commerce Drive, Bedford, NH 03110, to provide consultation services for successful inclusion of young children with special needs, by increasing the price limitation by $350,000 from $298,650.66 to $648,650.66, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on June 7, 2017, (Item #11A), and subsequently amended on May 2, 2018, (Item #5A).

Funds are anticipated to be available in State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

SFY	Class/Account	Class Title	Job Number/Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	42117811	$149,325.33	$-0-	$149,325.33
2019	102/500731	Contracts for Program Services	42117811	$149,325.33	$-0-	$149,325.33
2020	102/500731	Contracts for Program Services	42117811	$-0-	$175,000.00	$175,000.00
2021	102/500731	Contracts for Program Services	42117811	$-0-	$175,000.00	$175,000.00
			TOTAL:	**$298,650,66**	**$350,000.00**	**$648,650.66**

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EXPLANATION

The purpose of this request is to continue the statewide program to support the inclusion of young children with special needs in child care programs serving children six weeks through five years of age. The Southeastern Regional Education Service Center, Inc. (SERESC) will provide on-site and telephone consultations to child care programs, as well as group training to child care teachers and directors to promote the successful inclusion and prevent the expulsion or suspension of young children with special needs.

Each year, SERESC serves approximately 350 directors and teachers and provides 700 hours of consultation.

The original agreement included language in Exhibit C-1 that allows the Department to renew the contract for up to four (4) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for two (2) of the four (4) years at this time.

The Bureau of Child Development and Head Start Collaboration of the Division of Economic Housing and Stability is responsible for the administration of the Federal Child Care and Development Funds and has historically used these funds to support a variety of quality activities intended to enhance the delivery of child care services throughout the state. Inclusion of young children with special needs in child care settings has been one of the specific areas where funds have been directed. SERESC provides child care teachers and directors with access to the support necessary to successfully include young children with special needs in the classrooms.

Every young child is an individual with unique strengths and needs. In order to achieve typical learning, behavior, and development, young children with special needs must remain in a consistent child care program. In order to achieve this consistency of care, child care teachers and directors need specialized consultation specific to the strengths and needs of the individual child. This consultation provides teachers and directors with easily implemented adaptions to the environment, schedule, and curriculum that meet the needs of the individual child without disrupting the classroom for the other children.

SERESC's effectiveness in delivering services will be measured through monitoring of the following performance measures of the amendment agreement for children with special needs and challenging behaviors enrolled in child care whose teachers and directors receive consultation will:

- Be successfully included in all aspects of early learning and development;
- Have early education and development experiences that support their early learning and development and prepare them for kindergarten;
- Be retained in their current child care placement as documented in quarterly reports.

Should the Governor and Executive Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some child care programs in need of technical assistance and training to remain in operation.

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Area Served: Statewide

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Child Care and Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #93.575, Federal Award Identification Number (FAIN) 1901NHCCDF, 2001NHCCDF, 2101NHCCDF.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Contract for Consultation Services for Successful Inclusion of Young Children with Special Needs

This 2nd Amendment to the Consultation Services for Successful Inclusion of Young Children with Special Needs contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern Regional Educational Service Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 165 South River Road, Unit F, Bedford, New Hampshire 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 7, 2017(Item #11A), as amended on May 2, 2018 (Item #5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $648,650.66

3. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director

4. Form P-37 General Provisions, Block 1.10, State Agency Telephone Number, to read:

   (603) 271-9631.

5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #2, Scope of Services.

6. Delete Exhibit B, Methods and Precedents to Payment, in its entirety and replace with Exhibit B Amendment #2, Methods and Precedents to Payment.

7. Add Exhibit B-3 Budget Amendment #2

8. Add Exhibit B-4 Budget Amendment #2

New Hampshire Department of Health and Human Services
Consultation Services for Successful Inclusion of Young Children with Special Needs

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/4/19
Date

Christine L. Santaniello
Director

Southeastern Regional Educational Service Center, Inc.

5/31/19
Date

Name: PAUL HEBERT
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 5.31.2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

DANIELLE PAUL, NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11-18-2020

DANIELLE M. PAUL
STATE OF
MY
COMMISSION
EXPIRES
NOVEMBER 18,
2020
NEW HAMPSHIRE
NOTARY PUBLIC

New Hampshire Department of Health and Human Services
Consultation Services for Successful Inclusion of Young Children with Special Needs

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

OFFICE OF THE ATTORNEY GENERAL

6/4/2019
Date

Emily C. Young
Name: EMILY C. YOUNG
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

2. Scope of Services

2.1. The Contractor shall provide a statewide program to support the inclusion of young children with special needs and challenging behaviors, in child care programs serving children six (6) weeks through five (5) years of age.

2.2. The Contractor shall provide on-site and telephone consultations to child care programs, as well as group trainings, to child care teachers and directors to promote the successful inclusion and prevent the expulsion or suspension of young children with special needs and challenging behaviors.

2.3. The Contractor shall ensure that consultants providing technical assistance consultation to child care programs, must have the Department's Early Childhood Master Professional Credential with the Program Consultant or Allied Professional Endorsement. The Administrator of the contract and the Consultants must have participated in Trauma-Informed Early Childhood Services training.

2.4. The Contractor shall ensure that trainers have the BCDHSC Early Childhood Master Professional Credential with the Workshop Trainer, Faculty or Allied Professional Endorsement and have participated in the Trauma-Informed Early Childhood Services Training.

2.5. The Contractor shall provide telephone and/or on-site consultation, to all child care programs that contact the Contractor, as appropriate.

2.6. The Contractor shall provide telephone and/or on-site consultation, which shall include the child's family, child care directors, and teachers, as appropriate.

2.7. The Contractor shall assure that consultation aligns with the supports already being provided to the child.

2.8. The Contractor shall comply with New Hampshire State Law RSA 170-E:7, when applicable.

2.9. The Contractor shall administer the Consultation for Successful Inclusion of Young Children with Special Needs contract.

2.10. The Contractor shall provide staffing and/or consultants and trainers to adequately administer the contract.

2.11. The Contractor shall ensure that all staff and/or consultants have adequate working knowledge of child care programs so that recommendations and plans developed during consultation are successful in the classroom and child care program and ensure compliance with any state laws and rules.

2.12. The Contractor shall engage child care directors, child care teachers and community partners to increase the number of child care teachers or directors with the knowledge and skills to teach children with special needs and challenging behaviors.

2.13. The Contractor shall ensure that staff, consultants, trainers, and volunteers demonstrate cultural competence with child care teachers and directors, young children, their families, and community partners.

2.14. The Contractor shall ensure that consultation and training is provided equitably across the state.

2.15. The Contractor shall promote collaboration, information sharing, and support specific to inclusive child care among early childhood leaders throughout the state.

2.16. The Contractor shall purchase and/or maintain membership with the DHHS designated data system vendor, if applicable.

2.17. The Contractor shall maintain a written technology policy governing permitted use of the DHHS designated data system.

2.18. The Contractor shall provide adequate training to staff on the permitted use of the DHHS designated data system.

2.19. The Contractor shall utilize the DHHS designated data systems to record the consultation and training provided to child care teachers and directors.

2.20. The Contractor shall assure that teachers and directors in child care programs are aware of the Consultation for Successful Inclusion of Young Children with Special Needs contract and how to access the services.

2.21. The Contractor shall develop modalities, materials, places and events to promote the awareness of the services, which shall be reviewed by the Department.

2.22. The Contractor shall collaborate with statewide programs and organizations to assure information about the services is made available to child care teachers and directors.

2.23. The Contractor shall ensure that all licensed child care programs in New Hampshire receive information regarding the services.

2.24. The Contractor shall ensure that consultation provided addresses the individual needs of each child utilizing developmentally appropriate practices and evidence-based practices for the successful inclusion of young children with special needs, and challenging behaviors.

2.25. The Contractor shall improve knowledge and skills of child care teachers and directors in ways which shall include, but not be limited to:

2.25.1. Telephone and on-site consultation;
2.25.2. Materials, consultation and trainings that are developmentally appropriate and evidence-based;
2.25.3. Referrals to the early childhood tuition assistance program;
2.25.4. Materials, consultation and trainings for child care teachers and directors to meet the child care licensing requirements regarding preventing expulsion and suspension from child care programs; and
2.25.5. Expulsion and suspension trainings and consultation.

2.26. The Contractor shall collaborate with the Department's contractors and other stakeholders to maximize the cost benefit of providing statewide services to child care programs and to promote each other's services to increase awareness of contracted services.

2.27. The Contractor shall support child care programs with the implementation of the Pyramid Model, including, but not limited to, providing trainings and coaching with guidance from the Department.

2.28. The Contractor shall participate on the Pyramid Model State Leadership Team, QRIS Task Force and other statewide committees that will promote and increase awareness of the contracted services.

2.29. The Contractor shall evaluate the effectiveness of the contract services in maintaining children's enrollment in the program. This will be done through a follow up survey conducted ninety (90) days after the conclusion of consultation services.

3. Reporting

3.1. The Contractor shall submit a work plan within thirty (30) days of the approval of the contract.

3.2. The Contractor shall provide monthly quantitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each month. Reports shall be submitted electronically to the Department.

3.3. The Contractor shall provide monthly quantitative reports on forms provided by the Department, which shall be submitted by the 15th of the month following the end of each month regarding the total funds spent on consultation and training focused on infants and toddlers. Reports shall be submitted electronically to the Department.

3.4. The Contractor shall provide quarterly qualitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the Department.

3.5. The Contractor shall meet with the Department as requested, twice a year in person and twice by phone.

3.6. The Contractor shall compile a performance review report at the end of each fiscal year. The report shall be due by the 15th of the month following the end of each state fiscal year.

3.7. The Contractor shall maintain detailed supporting documentation for these 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.

3.8. The Contractor shall allow periodic reviews of the systems of governance, administration, and clinical and financial management in order to assure systems are adequate to provide the contracted services. Reviews shall include records in effort to measure compliance.

3.9. The Contractor shall make corrective actions as advised by the Department if services are not found to be in compliance.

4. Anticipated Outcomes

4.1. The Contractor shall meet the following outcomes:

4.1.1. Children with special needs and challenging behaviors enrolled in child care whose teachers and directors receive consultation will be successfully included in all aspects of early learning and development. This includes, but is not limited to, self-care activities, meals and snacks, child-directed and teacher-directed activities, indoor and outdoor environments, and social interaction and play activities in the child care program.

4.1.2. Children with special needs and/or challenging behaviors enrolled in child care whose teachers and directors receive consultation will be retained in their current child care placement as documented in quarterly reports.

4.1.3. Young children with special needs and/or challenging behaviors in child care programs will have early education and development experiences that support their early learning and development and prepare them for kindergarten.

4.1.4. Teachers who have a child with special needs and/or challenging behaviors in their class who receive consultation will remain employed in their current position.

4.1.5. Teachers and directors serving young children with special needs and/or challenging behaviors who receive consultation and/or group training will utilize knowledge and skills they learned. The knowledge and skills may include developmentally appropriate practice, evidence-based practices, such as the Pyramid Model approach, and/or providing Trauma-Informed Early Childhood Services to successfully include, children with special needs, and/or challenging behaviors in all aspects of early learning and development as identified in paragraph 4.1.1.

4.1.6. Training and technical assistance data collected through the Department's designated data system will serve to satisfy Federal Reporting Requirements around inclusion.

New Hampshire Department of Health and Human Services
Consultation for Incusion of Young Children with Special Needs

Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from U.S. Department of Health & Human Services, Child Care and Development Block Grant, CFDA #93.575.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. 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 line item, as specified in Exhibits B-3 Budget and Exhibit B-4 Budget.
   - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions, Block 1.7, Completion Date.

New Hampshire Department of Health and Human Services
Consultation for Incusion of Young Children with Special Needs

Exhibit B Amendment #2

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.ChildDevelopment@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Economic and Housing Stability
   129 Pleasant Street
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name Southeastern Regional Educational Service Center, Inc.

Budget Request for: Consultation for Inclusion of Young Children with Special Needs

Budget Period: SFY 2020

1. Total Salary/Wages	$ 75,694.84	$ -	$ 75,694.84	$ -	$ -	$ -	$ 75,694.84	$ -	$ 75,694.84
2. Employee Benefits	$ 11,905.76	$ -	$ 11,905.76	$ -	$ -	$ -	$ 11,905.76	$ -	$ 11,905.76
3. Consultants	$ 64,868.00	$ -	$ 64,868.00	$ -	$ -	$ -	$ 64,868.00	$ -	$ 64,868.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 151.40	$ -	$ 151.40	$ -	$ -	$ -	$ 151.40	$ -	$ 151.40
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 350.00	$ -	$ 350.00	$ -	$ -	$ -	$ 350.00	$ -	$ 350.00
6. Travel	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00	$ -	$ 7,500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900.00	$ -	$ 900.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 667.00	$ -	$ 667.00	$ -	$ -	$ -	$ 667.00	$ -	$ 667.00
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect at 8%	$ 12,963.00	$ -	$ 12,963.00	$ -	$ -	$ -	$ 12,963.00	$ -	$ 12,963.00
TOTAL	**$ 175,000.00**	**$ -**	**$ 175,000.00**	**$ -**	**$ -**	**$ -**	**$ 175,000.00**	**$ -**	**$ 175,000.00**

Indirect As A Percent of Direct 0.0%

Contractor Initials
Date 5/31/19

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New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: Southeastern Regional Educational Service Center, Inc.

Budget Request for: Consultation for Inclusion of Young Children with Special Needs

Budget Period: SFY 2021

1. Total Salary/Wages	$ 77,957.87	$ -	$ 77,957.87	$ -	$ -	$ -	$ 77,957.87	$ -	$ 77,957.87
2. Employee Benefits	$ 12,261.10	$ -	$ 12,261.10	$ -	$ -	$ -	$ 12,261.10	$ -	$ 12,261.10
3. Consultants	$ 62,250.00	$ -	$ 62,250.00	$ -	$ -	$ -	$ 62,250.00	$ -	$ 62,250.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 151.00	$ -	$ 151.00	$ -	$ -	$ -	$ 151.00	$ -	$ 151.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 350.00	$ -	$ 350.00	$ -	$ -	$ -	$ 350.00	$ -	$ 350.00
6. Travel	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00	$ -	$ 7,500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900.00	$ -	$ 900.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 667.00	$ -	$ 667.00	$ -	$ -	$ -	$ 667.00	$ -	$ 667.00
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect at 8%	12,963.03	$ -	$ 12,963.03	$ -	$ -	$ -	$ 12,963.03	$ -	$ 12,963.03
TOTAL	**$ 175,000.00**	**$ -**	**$ 175,000.00**	**$ -**	**$ -**	**$ -**	**$ 175,000.00**	**$ -**	**$ 175,000.00**

Indirect As A Percent of Direct 0.0%

Contractor Initials
Date 5/21/19

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ITEM #5A
G&C APPROVED MAY 2, 2018

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcyf

March 30, 2018

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 for Children, Youth and Families (DCYF) to amend an existing agreement with Southeastern Regional Educational Service Center, Inc., (Vendor #154866-B001), 165 South River Road, Unit F, Bedford, New Hampshire 03110, to provide consultation services for successful inclusion of young children with special needs, by adding reporting requirements to the original contract and to allow for electronic submission of invoices and reports, with no change to the completion date of June 30, 2019, and no change to the price limitation. The original agreement was approved by the Governor and Executive Council on June 7, 2017 (Item #11A). 100% Federal Funds

EXPLANATION

The purpose of this amendment is to add reporting requirements to the original contract and to allow for electronic submission of invoices and reports. This is a **no-cost** amendment with no change to the original contract completion date. The Southeastern Regional Education Service Center, Inc. (SERESC) provides on-site and telephone consultations to child care programs, as well as group trainings to child care teachers and directors to promote the successful inclusion of young children with special needs while preventing the expulsion or suspension of young children with special needs.

The Child Development Bureau of the Division for Children, Youth and Families is responsible for the administration of the Federal Child Care and Development Funds and has historically used these funds to support a variety of quality activities intended to enhance the delivery of child care services throughout the state. Inclusion of young children with special needs in child care settings has been one of the specific areas where funds have been directed. SERESC provides child care teachers and directors with access to the support necessary to successfully include young children with special needs in the classrooms.

Every young child is an individual with unique strengths and needs. In order to achieve typical learning, behavior, and development, young children with special needs must remain in a consistent child care program. In order to achieve this consistency of care, child care teachers and directors need specialized consultation specific to the strengths and needs of the individual child. This consultation

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provides teachers and director with easily implemented adaptions to the environment, schedule, and curriculum that meet the needs of the individual child without disrupting the classroom for the other children.

Southeastern Regional Educational Service Center, Inc. was selected for this project through a competitive bid process.

As referenced in the Request for Proposals and in the Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some child care programs in need of technical assistance and training to remain in operation.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Child Care and Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) 93.575, Federal Award Identification Number (FAIN) G1801NHCCDF.

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

Respectfully submitted,

Christine Tappan
Associate Commissioner

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Contract for Consultation Services for Successful Inclusion of Young Children with Special Needs

This 1st Amendment to the Consultation Services for Successful Inclusion of Young Children with Special Needs contract (hereinafter referred to as "Amendment One") dated this 15th day of February, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern Regional Education Service Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 165 South River Road, Unit F, Bedford, New Hampshire 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 7, 2017, Item #11A, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to modify the reporting requirements and payment schedule to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.

2. Form P-37 General Provisions, Block 1.10, State Agency Contact Number, to read: (603) 271-9330.

3. Delete Exhibit A, Section 4, Anticipated Outcomes, Sub-section 4.1 and replace with:

   4.1 The Contractor shall provide monthly quantitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each month. Additionally, the Contractor shall provide quarterly qualitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the Department.

4. Delete Exhibit B Methods and Precedents to Payment, in its entirety and replace with Exhibit B Amendment #1, Methods and Precedents to Payment.

New Hampshire Department of Health and Human Services

Consultation Services for Successful Inclusion of Young Children with Special Needs

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date 4/5/18

Name: Christie Toppan
Title: Associate Commissioner

Southeastern Regional Education Service Center, Inc.

Date 3/27/18

Name: Paul Hebert
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on March 27, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

DANIELLE M. PAUL, Notary Public
State of New Hampshire
My Commission Expires November 18, 2020

DANIELLE M PAUL, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11-18-20

New Hampshire Department of Health and Human Services

Consultation Services for Successful Inclusion of Young Children with Special Needs

---

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

OFFICE OF THE ATTORNEY GENERAL

4/17/18
Date

Name: Megan A. Yeager
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Consultation Services for Successful Inclusion of Young Children with Special Needs

Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37 General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Funding for this contract is contingent upon meeting the requirements in the Catalogue of Federal Domestic Assistance (CFDA) #93.575, U. S. Department of Health & Human Services, Child Care and Development Block Grant

3. Payments for services shall be on a cost reimbursement basis for approved cost items, as specified in Exhibit B-1 Budget and Exhibit B-2 Budget.

4. Payment for said shall be made monthly as follows:

   4.1. The Contractor shall submit an invoice that identifies and requests reimbursement for authorized expenses, as indicated in Exhibit B-1 Budget and Exhibit B-2 Budget, incurred during the prior month no later than the twentieth day of the current month.

   4.2. The Contractor shall ensure invoices:

      4.2.1. Are submitted on a form provided by the Department;
      4.2.2. Include the date of billing;
      4.2.3. Detail the services provided;
      4.2.4. Amount attributable and performed by an approved sub-contractor, if applicable; and
      4.2.5. Expenses incurred that are considered Non-Federal Match per the funding grant requirements.

   4.3. Invoices and reports identified in Exhibit A, Section 4 Reporting Requirements, and Exhibit B Amendment #1, Methods and Conditions Precedent to Payments, may be submitted in hard copy format to:

      NH Department of Health and Human Services
      Division for Children, Youth and Families
      129 Pleasant Street
      Concord NH 03301

   4.4. In lieu of hard copies, all reports and invoices identified in Exhibit A, Section 4 Reporting Requirements, and Exhibit B Amendment #1, Methods and Conditions Precedent to Payments, should be assigned an electronic signature and may be emailed to the Bureau of Child Development and Head Start Collaboration email account at:

      DHHS.ChildDevelopment@dhhs.nh.gov

Exhibit B Amendment #1

4.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B Amendment #1, Methods and Conditions Precedent to Payments.

6. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date. Failure to submit the invoice and accompanying documentation shall result in nonpayment.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes to adjust encumbrances between State Fiscal Years, may be made by written agreement of both parties without obtaining further approval from the Governor and Executive Council, if needed and justified.

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ITEM #11A
G&C APPROVED
JUNE 7, 2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Interim Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 11, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Southeastern Regional Education Service Center, Inc. (Vendor #154866), 29 Commerce Drive, Bedford, NH 03110 for the provision of consultation services for successful inclusion of young children with special needs in an amount not to exceed $298,650.66 effective July 1, 2017 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 100% Federal Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

SFY	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500731	Contracts for Program Services	42117811	$149,325.33
2019	102-500731	Contracts for Program Services	42117811	$149,325.33
			TOTAL:	**$298,650.66**

EXPLANATION

The purpose of this agreement is for the provision of a statewide program to support the inclusion of young children with special needs in child care programs serving children six weeks through five years of age. The Southeastern Regional Education Service Center, Inc. (SERESC) will provide on-site and telephone consultations to child care programs, as well as group training to child care teachers and directors to promote the successful inclusion and prevent the expulsion or suspension of young children with special needs.

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The Child Development Bureau of the Division for Children, Youth and Families is responsible for the administration of the Federal Child Care and Development Funds and has historically used these funds to support a variety of quality activities intended to enhance the delivery of child care services throughout the state. Inclusion of young children with special needs in child care settings has been one of the specific areas where funds have been directed. SERESC provides child care teachers and directors with access to the support necessary to successfully include young children with special needs in the classrooms.

Every young child is an individual with unique strengths and needs. In order to achieve typical learning, behavior, and development, young children with special needs must remain in a consistent child care program. In order to achieve this consistency of care, child care teachers and directors need specialized consultation specific to the strengths and needs of the individual child. This consultation provides teachers and director with easily implemented adaptions to the environment, schedule, and curriculum that meet the needs of the individual child without disrupting the classroom for the other children.

A Request for Proposals was available on the Department's website from December 9, 2016 through January 31, 2017. One proposal was received. The bid sheet is attached.

This contract contains language which allows for the option to renew services for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the CFDA #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant.

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

Respectfully submitted,

Maureen U. Ryan
Interim Director

Approved by: Jeffrey A. Meyers
Commissioner

DocuSign Envelope ID: A33D52DC-9F7B-47A2-A85E-32F6AA5284A8

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

Consultation for Successful Inclusion of Young Children with Special Needs
RFP Name

RFP-2018-DCYF-03-Consu
RFP Number

90

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. SERESC, Inc.		300	274
2. 0		300	0
3. 0		300	0
4. 0		300	0

Reviewer Names

1. Kristin Booth, Director of Residentl & Inst Child Development DCYF, TECH
2. Claudette Mallory, Child Care Prog Imprvmt Spclst, TECH
3. Krisha Dubreuil, Prog Spclst II DCYF Child Development, TECH
4. Jaime Calcagni, Prog Spclst II DCYF Child Development, TECH
5. Maureen Burke, Prog Spclst IV DCYF Child Devel, COST
6. Rebecca Lorden, Admin, Bureau of Child Protect&Juvenile Justice, COST

FORM NUMBER P-37 (version 5/8/15)

Subject: Consultation for Successful Inclusion of Young Children with Special Needs (RFP-2018-DCYF-03-Consu-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.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southeastern Regional Education Service Center, Inc.		1.4 Contractor Address 29 Commerce Drive Bedford, NH 03110	
1.5 Contractor Phone Number 603-434-3891	1.6 Account Number 05-095-42-421110-29780000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $298,650.66
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Jane Bergeron		1.12 Name and Title of Contractor Signatory Jane Bergeron Executive Director	

1.13 Acknowledgement: State of NH, County of Hillsborough

On May 9, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Sabrina Bryant

SABRINA BRYANT, Notary Public
State of New Hampshire
My Commission Expires August 3, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

Sabrina Bryant - Notary Public

1.14 State Agency Signature Date: 6/30/17	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yorke - Attorney On: 5/26/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JBB
Date 5/8/17

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials JBB
Date 5/8/17

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JBB
Date 5/8/17

New Hampshire Department of Health and Human Services

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. The Contactor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.3. The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.4. Notwithstanding any other provision of the Contact to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. Scope of Services

2.1. The Contractor shall provide a statewide program to support the inclusion of young children with special needs in child care programs serving children six weeks through five years of age.

2.2. The Contractor shall provide on-site and telephone consultations to child care programs, as well as group trainings to child care teachers and directors to promote the successful inclusion and prevent the expulsion or suspension of young children with special needs.

2.3. The Contractor shall ensure that consultants providing technical assistance consultation to teachers and directors in child care programs must have the CDB Early Childhood Master Professional Credential with the Program Consultant or Allied Professional Endorsement. The Administrator of the contract and the Consultants must have participated in Trauma-Informed Early Childhood Services training.

2.4. The Contractor shall ensure that trainers providing group trainings to teachers and directors in child care programs must have the CDB Early Childhood Master Professional Credential with the Workshop Trainer, Faculty or Allied Professional Endorsement and have participated in the Trauma-Informed Early Childhood Services Training.

2.5. The Contractor shall provide telephone and/or on-site consultation to all child care programs that contact the Contractor, as appropriate.

2.6. The Contractor shall provide telephone and/or on-site consultation which shall include **the child's family, child care** directors, and teachers, as appropriate.

2.7. The Contractor shall assure that consultation aligns with the supports already being provided to the child.

2.8. The Contractor shall comply with New Hampshire State Law RSA 170-E:7, when applicable.

2.9. The Contractor shall administer the Consultation for Successful Inclusion of Young Children with Special Needs program.

2.10. The Contractor shall provide staffing and/or consultants and trainers to adequately administer the program.

2.11. The Contractor shall ensure that all staff and/or consultants have adequate working knowledge of child care programs so that recommendations and plans developed during consultation are successful in the classroom and child care program.

2.12. The Contractor shall engage child care directors, child care teachers and community partners to increase the number of child care teachers or directors with the knowledge and skills to teach children with special needs.

2.13. The Contractor shall ensure that staff, consultants, trainers, and volunteers demonstrate cultural competence with child care teachers and directors, young children, their families, and community partners.

2.14. The Contractor shall ensure that consultation and training is provided equitably across the state.

2.15. The Contractor shall promote collaboration, information sharing, and support specific to inclusive child care among early childhood leaders throughout the state.

2.16. The Contractor shall purchase and/or maintain a Child Care Aware® of America membership.

2.17. The Contractor shall maintain a written technology policy governing permitted use of the NDS TTAM Module.

2.18. The Contractor shall provide adequate training to staff on the permitted use of the NDS TTAM Module.

2.19. The Contractor shall administer the Child Care Aware® of America, NDS Training and Technical Assistance Management (TTAM) Module to record the consultation and training provided to child care teachers and directors.

2.20. The Contractor shall assure that teachers and directors in child care programs are aware of the Consultation for Successful Inclusion of Young Children with Special Needs program and how to access it.

2.21. The Contractor shall develop modalities, materials, places and events to promote the awareness of the program which shall be reviewed by the Department.

2.22. The Contractor shall collaborate with statewide programs and organizations to assure information for the program is made available to child care teachers and directors.

2.23. The Contractor shall assure that all licensed child care programs in New Hampshire receive information regarding the program.

2.24. The Contractor shall assure that consultation provided addresses the individual needs of each child utilizing developmentally appropriate practices and evidence-based practices for the successful inclusion of young children with special needs, especially those exhibiting serious challenging behaviors.

2.25. The Contractor shall improve knowledge and skills of child care teachers and directors in ways which shall include but not limited to:

2.25.1. Telephone and on-site consultation;

2.25.2. Materials, consultation and trainings that are developmentally appropriate and evidence-based;

2.25.3. Referrals to the early childhood tuition assistance program;

2.25.4. Materials, consultation and trainings for child care teachers and directors to meet the child care licensing requirements regarding preventing expulsion and suspension from child care programs;

2.25.5. Expulsion and suspension trainings and consultation;

2.26. The Contractor shall evaluate the Consultation for Successful Inclusion

3. Reporting Requirements

3.1. The Contractor shall provide detailed quarterly reports regarding the total funds spent on consultation and training focused on infants and toddlers.

3.2. The Contractor shall provide detailed quarterly reports regarding progress, performance and evaluation to the CDB.

4. Anticipated Outcomes

4.1. The Contractor shall meet the following outcomes:

4.1.1. Children with special needs enrolled in child care whose teachers and directors receive consultation will be successfully included in all aspects of early learning and development, which include but are not limited to self-care activities, meals and snacks, child-directed and teacher-directed activities, indoor and outdoor environments, and social interaction and play activities in the child care program.

4.1.2. Children with special needs enrolled in child care whose teachers and directors receive consultation will be retained in their current child care placement.

4.1.3. Young children with special needs in child care programs will have early education and development experiences that support their early learning and development and prepare them for kindergarten.

4.1.4. Teachers who have a child with special needs in their class who receive consultation will remain employed in their current position.

4.1.5. Teachers and directors serving young children with special needs who receive consultation and/or group training will utilize knowledge and skills they learned, such as developmentally appropriate practice, evidence-based practices, such as the Pyramid Model approach and/or providing Trauma-Informed Early Childhood Services to successfully include children with special needs in all aspects of early learning and development as listed in number 4.1.1.

4.1.6. Training and technical assistance data collected through the Child Care Aware® of America, NDS Training and Technical Assistance Management (TTAM) Module will serve to satisfy Federal Reporting Requirements around inclusion.

New Hampshire Department of Health and Human Services

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
   - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
   - 4.2. The invoices must;
     - 4.2.1. Clearly identify the amount requested and the services performed during that period.
     - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
     - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
     - 4.2.4. Separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
   - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

     NH Department of Health and Human Services
     Division for Children, Youth and Families
     129 Pleasant Street
     Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

Contractor Initials JBB

Date 5/8/17

Exhibit B-1
Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern Regional Education Service Center

Budget Request for: Consultation for Successful Inclusion of Young Children with Special Needs
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

1. Total Salary/Wages	$ 61,111.33	$ 2,978.01	$ 64,089.34	$ -
2. Employee Benefits	$ 9,905.38	$ 481.96	$ 10,387.34	$ -
3. Consultants	$ 57,615.00	$ 3,022.23	$ 60,637.23	$ -
4. Equipment:	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -
5. Supplies:	$ 350.00	$ 17.03	$ 367.03	$ -
Educational	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -
6. Travel	$ 7,700.90	$ 374.70	$ 8,075.60	$ -
7. Occupancy	$ -	$ 4,200.00	$ 4,200.00	$ -
8. Current Expenses	$ -	$ -	$ -	$ -
Telephone	$ 900.00	$ 43.79	$ 943.79	$ -
Postage	$ 596.00	$ 29.00	$ 625.00	$ -
Subscriptions	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
TOTAL	**$ 138,178.61**	**$ 11,146.72**	**$ 149,325.33**	**$ -**

Indirect As A Percent of Direct 8.1%

NOTE: *Minimum match funding per section 4.3 of RFP*

Contractor Initials: SBB
Date: 5/8/17

Exhibit B-2
Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern Regional Education Service Center

Budget Request for: Consultation for Successful Inclusion of Young Children with Special Needs
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

1. Total Salary/Wages	$ 61,111.33	$ 2,978.01	$ 64,089.34	$ -
2. Employee Benefits	$ 9,905.38	$ 481.96	$ 10,387.34	$ -
3. Consultants	$ 57,615.00	$ 3,022.23	$ 60,637.23	$ -
4. Equipment:	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -
5. Supplies:	$ 350.00	$ 17.03	$ 367.03	$ -
Educational	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -
6. Travel	$ 7,700.90	$ 374.70	$ 8,075.60	$ -
7. Occupancy	$ -	$ 4,200.00	$ 4,200.00	$ -
8. Current Expenses	$ -	$ -	$ -	$ -
Telephone	$ 900.00	$ 43.79	$ 943.79	$ -
Postage	$ 596.00	$ 29.00	$ 625.00	$ -
Subscriptions	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
TOTAL	**$ 138,178.61**	**$ 11,146.72**	**$ 149,325.33**	**$ -**

Indirect As A Percent of Direct 8.1%

NOTE: *Minimum match funding per section 4.3 of RFP*

Contractor Intials: JBB
Date: 5/8/17

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

5/8/17
Date

Name: Jane Bergman-Beaulieu
Title: Executive Director

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CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/8/17
Date

Jane Bergeron
Name: Jane Bergeron
Title: 5/8/17

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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

Contractor Initials JBB
Date 5/8/17

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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 (I)(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:

5/8/17
Date

Jane Bergeron
Name: Jane Bergeron
Title: Executive Director

Contractor Initials JBB
Date 5/8/17

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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.

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:

5/8/17
Date

Name: Jane Begeron
Title: Executive Director

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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:

5/8/17
Date

Name: Jane Borgeson
Title: Executive Director

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HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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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.

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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.

	Southeastn Regional Education Service Center Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Jane Bergeron
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/17/17	5/8/17
Date	Date

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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:

5/8/17
Date

Name: Jane Bergeron
Title: Executive Director

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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?

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____