

MLC

112

Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL (603) 271-3495  
FAX (603)-271-1953  
Citizens Services Line 1-800-339-9900

March 22, 2022

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

**REQUESTED ACTION**

Authorize the Department of Education, Division of Learner Support to enter into a **sole source** contract amendment with Here This Now (HTN), LLC, Peterborough, New Hampshire, (VC#300027), by increasing the price limitation by \$800,000 from \$815,400 to \$1,615,400 and by extending the end date from September 30, 2023 to September 30, 2024 to equip educators with practices, tools, and resources to establish a safe instructional environment, conducive to student learning effective upon Governor & Council approval through September 30, 2024. The original contract was approved by Governor and Council on January 22, 2022 (item # 98). 100% Federal Funds.

Funds to support this request are available in the account titled ARP ESSER III for FY22, and FY23, and anticipated to be available in FY24, upon the approval and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances amongst Fiscal Years within the price limitation through the budget office, without further Governor and Council approval if needed and justified.

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
06-56-56-562010-24370000-102-500731 Contracts for program srves	\$600,000	\$215,400	-
06-56-56-562010-24370000-102-500731 Contracts for program srves	-	<u>\$600,000</u>	<u>\$200,000</u>
Total	<u>\$600,000</u>	<u>\$815,400</u>	<u>\$200,000</u>

**EXPLANATION**

This request is **sole source** because the Department is extending the end date and increasing the contract amount. The New Hampshire Department of Education is requesting a contract amendment due to the overwhelming demand for The Regulated Classroom<sup>o</sup> training materials. The Governor and Council approved the program on January 26, 2022. Between that approval date and March 15, 2022, Hear This Now has already trained 955 of the 1,500 educators in the On-demand Regulated Classroom<sup>o</sup> methods. We believe there is continued interest in the program and that demand will remain strong for some time.

Students returning to the learning environment in the fall of 2021 have displayed heightened levels of aggression, diminished levels of impulse control, limited attention span, disinterest and poor motivation.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

This behavior has continued into 2022. HTN is a New Hampshire based company that has developed The Regulated Classroom Program<sup>®</sup> specifically to address these areas of concern while working to help students make academic progress in the instructional environment. HTN has worked successfully with New Hampshire schools with a common sense approach to help deescalate adverse circumstances and refocus students on academic disciplines. This Program intends to support 4,200 educators in a train-the-trainer model that will help multiply its effects.

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

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Here This Now (HTN), LLC, Peterborough, New Hampshire, (VC#300027), hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Governor and Council on January 22, 2022 (item # 98) hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing September 30, 2023 and replacing with September 30, 2024.
2. Amend Section 1.8 of form P-37 by increasing the price limitation by \$800,000 from \$815,400 to \$1,615,400.
3. Amend Exhibit C Method of Payment by:
  - Increasing the eligible On-demand Professional Training limit by 1,500 from 1,500 to 3,000.
  - Increasing the eligible Education Program Based Training limit by 600 from 600 to 1,200.
  - Increasing the Toolkits limit by 2,100 from 2,100 to 4,200.
4. Amending the Limitation on Price by increasing price limitation by \$800,000 from \$815,400 to \$1,615,400.
5. Remove the Source of Funding and replace with: Funds to support this request are available in the account titled ARP ESSER III for FY22, and FY23, and anticipated to be available in FY24, upon the approval and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances amongst Fiscal Years within the price limitation through the budget office, without further Governor and Council approval if needed and justified.

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
06-56-56-562010-24370000-102-500731 Contracts for program srvc	\$600,000	\$215,400	-
06-56-56-562010-24370000-102-500731 Contracts for program srvc	-	\$600,000	\$200,000
Total	<u>\$600,000</u>	<u>\$815,400</u>	<u>\$200,000</u>

6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2024.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By: Frank Edelblut 4/4/2022  
Frank Edelblut, Commissioner of Education Date

Here This Now, LLC  
By: Emily Daniels 3/25/22  
Emily Daniels, Founder Date

Approved as to form, substance and execution by the Attorney General this 4 day of April, 2022.

Christopher Bond  
Christopher Bond, Attorney General's Office

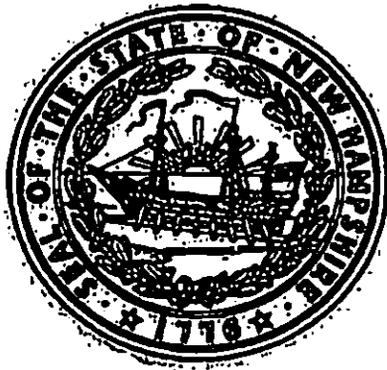
**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HERE THIS NOW, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 05, 2017. 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: 771971

Certificate Number: 0005482328



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of December A.D. 2021.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name: HERE THIS NOW, LLC	Business ID: 771971
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Member Managed	
Business Creation Date: 06/05/2017	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: N/A	
Principal Office Address: 70 Main Street, Suite 105, Peterborough, NH, 03458, USA	Mailing Address: PO Box 164, Hancock, NH, 03449, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Not Stated	
Business Email: emily@herethisnow.org	Phone #: 603-525-4443
Notification Email: emily@herethisnow.org	Fiscal Year End Date: NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / Consulting to health care, education, and human service settings.	

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## Principals Information

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### Name/Title

Emily Read Daniels / Member

### Business Address

PO BOX 164, 6 Bonds Corner Road, Hancock, NH, 03449, USA

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Page 1 of 1, records 1 to 1 of 1

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## Registered Agent Information

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Name: Emily Read Daniels

Registered Office : 6 Bonds Corner Road, P.O. Box 164, Hancock, NH, 03449, USA

Address:

Registered Mailing : P.O. Box 164, Hancock, NH, 03449, USA

Address:

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## Trade Name Information

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No Trade Name(s) associated to this business.

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## Trade Name Owned By

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No Records to View.

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## Trademark Information

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Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

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[Businesses Linked to Registered Agent](#)

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(online/Home/ContactUS\)](#)

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**Certificate of Attestation**  
**Single Member, LLC**

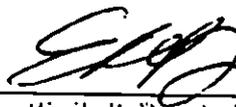
I, Emily R. Daniels, as a single member of my Business Here This Now, LLC hereby  
(Name) (Name of Business)

certify that I am authorized to execute contracts on behalf of my Business Here This Now, LLC  
and may bind the organization thereby. (Name of Business)

I further certify that it is understood that the State of New Hampshire will rely on this  
attestation as evidence that I have full authority to bind the organization.

Dated: 3/25/22

Attest:



(Emily R. Daniels, Founder)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2022

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).

<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> PHONE (A/C, H/O, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Berkshire Hathaway Direct Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**INSURED**  
HERE this NOW, LLC.  
HERE this NOW  
P.O. Box 164  
Manchester, NH 03449

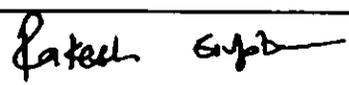
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:		[REDACTED]	02/17/2022	02/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate

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

**CERTIFICATE HOLDER**      **CANCELLATION**

NH DOE 101 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)  
09/14/2021

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).

<b>PRODUCER:</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> PHONE: 844-472-0967 FAX: 203-654-3613 EMAIL: customerservice@BIBERK.com
<b>INSURER(S) AFFORDING COVERAGE:</b> Berkshire Hathaway Direct Insurance Company NAIC # 10391	
<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**INSURED:**  
HERE this NOW, LLC.  
HERE this NOW  
P.O. Box 164  
Hancock, NH 03449

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

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

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ 0 DAMAGES TO RENTED PREMISES (See endorsement) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROFESSIONAL SERVICE OFFICIALS (See Exclusions) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		09/15/2021	09/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate

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

**Exclusions:**  
Emily Daniels;  
Additional Named Insured: HERE this NOW

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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: <i>Latek Gup</i>
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JAN 11 '22 PM 2:45 RCVD

98 m/c

Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL (603) 271-3485  
FAX (603)-271-1983  
Citizens Services Line 1-800-339-8900

January 7, 2022

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

**REQUESTED ACTION**

Authorize the Department of Education, Division of Learner Support to enter into a sole source contract with Here This Now (HTN), LLC, Peterborough, New Hampshire, (VC#300027), in the amount not to exceed \$815,400 to equip educators with practices, tools, and resources to establish a safe instructional environment, conducive to student learning effective upon Governor & Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled ARP ESSER III for FY22, and FY23, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

	<u>FY22</u>	<u>FY23</u>
06-56-56-562010-24370000-102-500731	\$600,000 .	\$215,400
Contract for program services		

**EXPLANATION**

The New Hampshire Department of Education is requesting a sole source contract due to the importance of quickly deploying this resource to our educators who are now dealing with amplified dysregulation in the instructional environment. Students returning to the learning environment in the fall of 2021 have displayed heightened levels of aggression, diminished levels of impulse control, limited attention span, disinterest and poor motivation. HTN is a New Hampshire based

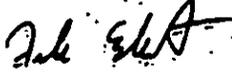
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 2 of 2

company that has developed The Regulated Classroom Program specifically to address these areas of concern while working to help students make academic progress in the instructional environment. HTN has worked successfully with New Hampshire schools with a common sense approach to help deescalate adverse circumstances and refocus students on academic disciplines. This Program intends to support 2,100 educators in a train-the-trainer model that will help multiply its effects.

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

Respectfully Submitted,



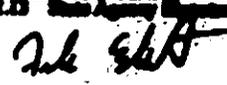
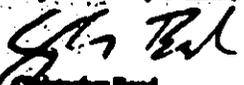
Frank Edelblut  
Commissioner of Education

**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**

<b>1.1 State Agency Name</b> Department of Education		<b>1.2 State Agency Address</b> 101 Pleasant Street, Concord, NH 03301	
<b>1.3 Contractor Name</b> New This Now, LLC		<b>1.4 Contractor Address</b> PO Box 166 Manchester, NH 03140	
<b>1.5 Contractor Plans Number</b> 603-643-6312	<b>1.6 Account Number</b> See Exhibit C	<b>1.7 Completion Date</b> September 30, 2023	<b>1.8 Price Limitation</b> \$815,000
<b>1.9 Contracting Officer for State Agency</b> Ejovita Daniels		<b>1.10 State Agency Telephone Number</b> 603-271-3083	
<b>1.11 Contractor Signature</b>  Date: 01/17/2022		<b>1.12 Name and Title of Contractor Signatory</b> Ejovita Daniels, Founder	
<b>1.13 State Agency Signature</b>  Date: 1/10/2022		<b>1.14 Name and Title of State Agency Signatory</b> Frank Edulhut, Commissioner of Education	
<b>1.15 Approved by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approved by the Attorney General (Form, Substantive and Execution) (if applicable)</b> By:  On: 1/11/22 Christopher Bond			
<b>1.17 Approved by the Governor and Executive Council (if applicable)</b> GBC Item number: _____ GBC Meeting Date: <b>JAN 26 2022</b>			

, Secretary of State

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**Special Provisions**

**Additional Exhibits D-G**

**Federal Certification 2 CFR 200.415**

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**Authorize the Department of Education to amend Section 14.1.1 General Liability Insurance to Professional Liability Insurance \$1,000,000 Per Occurrence/Aggregate**

## EXHIBIT B

### Scope of Services

#### The Regulated Classroom: Trauma Informed Instruction

Here This Now, LLC ("HTN") will provide resources, tools and services in support of the New Hampshire Department of Education's Regulated Classroom Program ("Program") using the HTN's The Regulated Classroom™ system. The Program aids educator burnout, thus improving morale and staff retention. The Program helps educators recognize and manage their own stress levels and increased levels of stress in students, which can be displayed as increased levels of aggression, poor impulse control, limited attention span, and disinterest and poor motivation. The Program equips educators with practices, tools, and resources to establish a classroom environment that is conducive to student learning and engagement. HTN will offer a combination of training options as well as resources for this program as described below:

- **On-demand Professional Development:** HTN has developed an online training in The Regulated Classroom™ system.
- **Education Program Based Training:** HTN will work directly with schools and other eligible education programs to offer the Program to include an in-person 2-day training to eligible participants. Those participating will both master the training material and be capable of leading further trainings. All such in-person trainings shall comply with federal "reasonable and necessary" expenditure regulations.
- **Office Hours:** HTN will offer regularly scheduled weekly 1-hour online group discussion for the life of this contract. This will allow participants from both the online training and the education program based training to follow up directly for further coaching and to gain answers to questions.
- **Toolkits:** Those eligible to participate in the Program will receive The Regulated Classroom™ Toolkit upon registration for either the on-demand Professional Development or Education Program Based Training.

#### Eligibility

Eligibility to participate in the program shall include all New Hampshire certified educators. It shall also include any employee or volunteer working in an approved education program, to include New Hampshire public schools (traditional and charter), non-public schools, home education, and Education Freedom Account service provider or Learn Everywhere Program, as long as such employee or volunteer works in-person with students as part of the education program.

#### Program Content and Promotion

The New Hampshire Department of Education shall have the right to tailor the content of the training materials to meet its Program objectives, so long as such changes do not effect a substantial change in the program.

The New Hampshire Department of Education will exercise best effort to work with HTN to promote the Program to eligible participants, including but not limited to at least one email promotion to the list of New Hampshire credentialed educators and promotion of the program on the New Hampshire Department of Education web site and social media platforms.

*Contract between Here This Now, LLC and the New Hampshire Department of Education*

Contractor Initials *HTN*  
Date 01/07/2022

**Reporting**

HTN will report to the Department of Education monthly:

- The number of Program participants to complete the On-demand Professional Development including each participant's eligible education program.
- The number of Program trainers that have completed Education Program Based Training train-the-trainer events including each participant's eligible education program.
- The number of Toolkits that have been distributed to On-demand Professional Development and Education Program Based Training participants.

Contract between Here This Now, LLC and the New Hampshire Department of Education

Contractor Initials   
Date 01/7/2022

**EXHIBIT C**

**METHOD OF PAYMENT**

**Funding** The Department of Education shall fund amounts necessary to implement the Program as enumerated below. Such amounts shall be defined as Program Funds.

Here This Now, LLC ("HTN") shall be paid as follows:

- **On-demand Professional Training:** HTN shall be paid \$49 for each eligible participant that completes The Regulated Classroom On-demand Professional Training, with a limit of 1,500 such completers.
- **Education Program Based Training:** HTN shall be paid \$400 for each eligible participant that completes The Regulated Classroom Education Program Based Training, with a limit of 600 such completers.
- **Office Hours:** HTN shall not be separately compensated for Office Hours.
- **Toolkits:** HTN shall be paid \$239 for The Regulated Classroom Toolkit distributed to eligible completers of the Program, with a limit of 2,100.

**Limitation on Price** Upon mutual agreement between the state contracting officer and HTN, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$815,400. HTN will monitor Program participation and not permit the Program Funds required to exceed \$815,400, in aggregate or by Program Fund line items described herein.

**Source of Funding** Funds to support this request are available in the account titled ARP ESSER III for FY22, and FY23, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

	<u>FY22</u>	<u>FY23</u>
06-56-56-562010-24370000-102-500731 Contract for Program Services	\$600,000	\$215,400

**Method of Payment** HTN shall be eligible for advance payment of \$180,000 to be used solely to procure 1,000 The Regulated Classroom™ Toolkits. Once 750 of The Regulated Classroom™ Toolkits have been distributed to eligible participants, or sooner at the sole discretion of the New Hampshire Department of Education, HTN shall be eligible for a subsequent advance payment equal to the number of The Regulated Classroom™ Toolkits times \$180. The New Hampshire Department of Education shall agree upon the number of The Regulated Classroom™ Toolkits subject to advance payment.

Upon invoice by HTN to the New Hampshire Department of Education for the Program, HTN shall credit the New Hampshire Department of Education \$239 for each The Regulated Classroom™ Toolkit distributed to an eligible participant until the advanced payment has been repaid.

HTN must submit a request for advance payment in writing.

In the event of a condition of default of this agreement by HTN, undistributed The Regulated Classroom™ Toolkits shall become the property of the New Hampshire Department of Education.

Invoices and reports shall be submitted to:

Contract between Here This Now, LLC and the New Hampshire Department of Education

Contractor Initials   
Date 01/11/2022

Ryanne Dennis  
Program Specialist IV  
New Hampshire Department of Education  
Division of Learner Support  
25 Hall Street, Suite 304  
Concord, NH 03301

Contract between Here This Now, LLC and the New Hampshire Department of Education

Contractor Initials   
Date 01/17/2022

## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract:

The Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure. If any, in addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

#### Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

#### Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials *EPA*  
Date 01/12/2022

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-25-21

Contractor Initials   
Date 01/7/2022

Exhibit F

Anti-Lobbying

The Contractor 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, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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, the making of any federal grant, the making of any federal loan; the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.esa.gov/forms-library/disclosure-lobbying-activities>

- c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials EAD  
Date 03/02/2022

## Exhibit G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### Confidentiality

All written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

#### Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Revised 6-25-21

Contractor Initials   
Date 01/17/2022

**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 HERE THIS NOW, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 05, 2017. 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: 771971

Certificate Number: 0005482328



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of December A.D. 2021.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

(Single Member)

I, Emily R. Daniels, as a Single Member of my Limited Liability Company, Here This Now LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Here This Now LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Limited Liability Company this 7th day of January, 2022.

  
\_\_\_\_\_  
Single Member

STATE OF New Hampshire

COUNTY OF Hillsboro

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, NA the undersigned Officer, personally appeared, \_\_\_\_\_ who acknowledged himself to be the Single Member of \_\_\_\_\_ a Limited Liability Company, and that he, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Single Member.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NA- COVID 19

Notary Public/Justice of the Peace

My Commission expires:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/29/2021

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).

<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT</b> PHONE: 844-472-0967 FAX: 203-654-3513 EMAIL: SalesSupport@BIBERK.com ADDRESS:
	<b>INSURER(S) AFFORDING COVERAGE</b> National Liability & Fire Insurance Company NAIC # 20052
<b>INSURED</b> HERE this NOW, LLC. HERE this NOW P.O. Box 164 Hancock, NH 03449	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/DIRS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A Professional Liability (Errors &amp; Omissions): Claims-Made</b>			03/31/2021	03/31/2022	Per Occurrence/ Aggregate \$1,000,000/ \$1,000,000

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

<b>CERTIFICATE HOLDER</b> The New Hampshire Department of Education 101 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b> 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: <i>Latell Goff</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/14/2021

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).

<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT</b> PHONE 844-472-0967 FAX 203-654-3613 (ACT. No. Only) (ACT. No.) E-MAIL customerservice@BIBERK.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Berkshire Hathaway Direct Insurance Company NAIC # 10391 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

TYPE OF COVERAGE	TYPE OF INSURANCE	ASSURED (IND. OR ORG.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	[REDACTED]	09/15/2021	09/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$ 100,000 EL, DISEASE - EA EMPLOYEE \$ 100,000 EL, DISEASE - POLICY LIMIT \$ 500,000
Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

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

Exclusions:  
Empty Daniels;  
Additional Named Insured: HERE this NOW

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 <i>[Signature]</i>
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## Emily Read Daniels, M.Ed., MBA, NCC, SEP in training

### Current Experience

#### FOUNDER, HERE THIS NOW, LLC. | JULY 2017-Present

Launched a consulting firm as a social enterprise to provide high quality training, coaching, and consultation to those seeking to build capacity for being trauma-informed. Have provided workshops, retreats, coaching, training, and consultation across the U.S. in trauma-informed practices and systems change. Have served thousands by presenting about trauma at national and regional conferences. Some clients have included NEA, NAEYC, YMCA, Fostering Futures, HeadStart, SDE, Connected Communities, LA School District, and many others. Also have developed an approach to trauma-informed teaching known as, "The Regulated Classroom: 'Bottom-Up' Trauma-Informed Teaching." The approach is currently in product development as a social/emotional curriculum and toolkit for educators. Expected product launch is early 2019.

### Education

#### CERTIFICATE IN SOMATIC EXPERIENCING™ | 2016-PRESENT | TRAUMA INSTITUTE

Somatic Experiencing is a powerful psychobiological method for addressing physical and emotional trauma, PTSD, and stress related conditions.

#### MBA | 2012 | ANTIOCH UNIVERSITY NEW ENGLAND

Master of Business Administration in Organizational and Environmental Sustainability

#### M.Ed. | 2002 | UNIVERSITY OF DELAWARE

Master of Education in School Counseling

Recipient of *Pearl and Oscar Bregman Award* for demonstrating excellence in both the personal qualities and the mastery of theories and practice associated with excellence as a professional school counselor

#### B.A. | 1997 | UNIVERSITY OF DELAWARE

Bachelor of Arts in Sociology; Minor in Women Studies

Recipient of *Women's Studies Award of Special Merit* for distinguished academic achievement

### Public Educator Experience

#### STUDENT ASSISTANCE COUNSELOR | CONVAL SCHOOL DISTRICT, NH | 2013-2017

- Provided individual and group counseling to high school students experiencing social, emotional, and/or academic difficulties. Facilitated a variety of tier 2 intervention groups such as "Core Regulation," "Zen Den," and "Female Power and Relationship."
- Served as the facilitator of the ConVal Substance Abuse Task Force – Recipient of the 2015 ConVal Chairman's School Board Award
- RENEW facilitator, Gay Straight Alliance Advisor (2014-2015), Class Advisor

#### ELEMENTARY SCHOOL COUNSELOR | MASON SCHOOL DISTRICT, NH | 2010-2013

- Served as a school counselor for 100 students in a rural elementary school, Pre-K to grade 5
- Provided a comprehensive school counseling program via individual and group counseling, classroom instruction, consultation with administration, staff and parents, and coordination of services
- SO4 Coordinator, Instructional Support Team (IST – pre-referral process) Coordinator, Homeless Liaison, Bullying Designee, Focused Monitoring Implementation team member
- Developed school wide anti-bullying curriculum, IST model and RTI model for school to meet the needs of underperforming students

#### ELEMENTARY SCHOOL COUNSELOR | SPRINGFIELD SCHOOL DISTRICT, PA | 2003-2005

- Served as full-time counselor for 600 students in a suburban high performing elementary school, K-4
- Provided a comprehensive school counseling program via individual and group counseling, classroom instruction, consultation and coordination of services
- SO4 Plan Coordinator, Instructional Support Team (IST) and IEP team member
- Implemented and trained the first crisis response team to assist on-site emotionally handicapped students
- Implemented school-wide anti-bullying campaign
- Developed support group for parents of PDD/autistic children
- Coordinated efforts with building administrator to improve staff morale

**ELEMENTARY SCHOOL COUNSELOR | CHRISTIANA SCHOOL DISTRICT, DE | 2001-2003**

- Served as a full-time counselor for 675 students in a low-income, urban intermediate school, grades 4-6
- Provided a comprehensive school counseling program via individual and group counseling, classroom instruction, consultation, and coordination of services
- Provided crisis intervention/crisis counseling.
- SO4 plan coordinator, START (special education pre-referral process) coordinator, chair of social committee, founding chair of school wide PBIS initiative
- Coordinated auxiliary services (e.g. school based outpatient therapy, BIG BROTHERS, BIG SISTERS, after school programming, etc.)

**Related Experience**

**CO-FOUNDER | KID ZENITH PUBLISHING, HANCOCK, NH | 2009-2010**

- Served as the co-founder of a boutique children's book publishing startup company.
- Responsible for the business plan development, branding and marketing, financial forecasts and B to B relationships

**RESIDENTIAL COUNSELOR III | CROTCHED MOUNTAIN REHABILITATION CENTER, NH | 2007-2008**

- Served as weekend supervisor of a residential home for adolescent boys with traumatic brain injuries and autism.
- Responsibilities included direct support, staff supervision, parent support and communication

**CLASS ADVISOR, DELAWARE FUTURES, WILMINGTON, DE | 1999-2001**

- Mentored inner-city high school students with college aspirations. Served as a liaison between families and schools as well as advocated for the educational needs of disadvantaged youth. Facilitated adventure experiences for mentees along with college tours and community service projects.

**EXECUTIVE DIRECTOR | WEST CENTER CITY SEEKERS, WILMINGTON, DE | 1998-1999**

- Developed and implemented a faith-based, grant-funded after school program for low-income, urban youth.
- Responsibilities included program development and implementation, staff hiring and supervision, grant writing, budget development and fiscal management, enlisting community and family support

**DAY CAMP DIRECTOR | CAMP HI-ROCK, MA | 1997**

- Responsibilities included program development and implementation, marketing, camper and staff recruitment, staff hiring and supervision, developing camper-family relations

**Volunteer Experience**

**HANCOCK RECREATION COMMITTEE**

Chair and Member, 2014-2017

**FIRST CONGREGATIONAL CHURCH OF HANCOCK**

Deacon, Children's Education, 2014-2017

**HANCOCK COOPERATIVE PRESCHOOL AND KEEP PROGRAM**

Secretary and President, 2009-2013

**THE CORNUCOPIA PROJECT**

Founding Board Member, 2009-2011