



Lori A. Weaver
Commissioner

Karen E. Hebert
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
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ARC
5B

February 2, 2024

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 Stability, to modify the provider agreement for eligible Child Care Providers, for the purpose providing financial assistance to support recruitment and retention bonus benefit grants for child care programs, with no change to the authority to make unencumbered payments in an amount not to exceed \$15,000,000 and no change to the agreement completion date of June 30, 2025, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on November 29, 2023, item #22A.

EXPLANATION

The purpose of this request is to modify the provider agreement (originally approved by Governor and Council on November 29, 2023, item #22A) for eligible Child Care Providers by removing insurance requirements to align with state law, Title XII - Public Safety and Welfare Title 170-E - Child Day Care, Residential Care, and Child-Placing Agencies Section 170-E:6-b - Insurance Disclosures. This will allow the Department to provide financial assistance to a higher number of Child Care Providers. The Department will provide financial assistance to support child care workforce retention and recruitment efforts and increase child care capacity.

The Department is currently receiving and evaluating the applications. Contingent upon approval of this request, the Department will determine the funding that each qualifying Child Care Provider is eligible to receive by total funding available by the combined number of Full Time Equivalent (FTE) positions of all eligible applicants, which will then be multiplied by each applicant's number of FTEs. The award will not exceed the amount determined by the distribution formula and will be validated by the Department. The Department reserves the right to make adjustments to the formula if necessary.

Should the Governor and Council not authorize this request, the Department will be unable to provide financial assistance to Child Care Providers that do not have insurance coverage, leading to a reduced opportunity to strengthen recruitment and child care capacity among child care facilities.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

**Child Care Workforce Grant
Provider Agreement**

This CHILD CARE WORKFORCE GRANT AGREEMENT is entered into by and between the State of New Hampshire Department of Health and Human Services (the "Department") and the Grantee (defined below). The Department and Grantee are sometimes referred to herein singularly as a "Party" or collectively as the "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. IDENTIFICATION OF PARTIES; DEFINITIONS.

- 1.1. State Agency Name: New Hampshire Department of Health and Human Services
- 1.2. State Agency Address: 129 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Business Name: (aligned with New Hampshire Vendor Number) (the "Grantee")
- 1.4. Grantee Contact Name:
- 1.5. Grantee Address:
- 1.6. Grantee Phone Number:
- 1.7. State Vendor Number:
- 1.8. Completion Date: June 30, 2025 (the "Completion Date")
- 1.9. Grant Amount: \$TBD (the "Grant Award")
- 1.10. Grant Officer for the Department: Jessie Davis
- 1.11. Department Telephone Number: (603) 271-4242
- 1.12. Grantee Signature: Designated Signing Authority

Signature:
Print Name:

Date:
Title:

- 1.13. State of New Hampshire Signature:

Signature:
Print Name:

Date:
Title:

2. PURPOSE; ALLOWABLE USE OF GRANT AMOUNT.

- 2.1. The funding for the Child Care Workforce Grant (CCWG) was authorized by way of H.B. 2, which was enacted by the 168th Session of General Court on June 20, 2023. The purpose of the CCWG is to finance recruitment and retention bonus and benefit grants for New Hampshire Child Care Programs.
- 2.2. By accepting the Grant Award, Grantee agrees that it will only use the Grant Amount for (a) the Grantee's child care activities in the State of New Hampshire the following and (b) purposes (each, an "Allowable Use"):
 - 2.1.1 Deposits into an eligible, tax-advantaged health savings account or flexible spending account;
 - 2.1.2 Mentor credentialing and support networks for mentors;
 - 2.1.3 Sign-on incentives, retention incentives, or wage increases;
 - 2.1.4 Expenses for employee education, professional licensing fees, and professional membership dues that (i) maintain or improve the skills needed the employee's present child care position, or (ii) are required by law for the employee to keep his or her present salary, job title, or position;
 - 2.1.5 Child care tuition assistance;
 - 2.1.6 Credit towards the employee's share of the cost of their health insurance plan;
 - 2.1.7 Paid time off equivalent;
 - 2.1.8 Child care tuition discount;
 - 2.1.9 Student loan repayment;
 - 2.1.10 Telemedicine coverage; or
 - 2.1.11 Payment towards a physical, first-aid certification, CPR certification, background check, or other credential required for the child care position.
- 2.3. Notwithstanding the foregoing, the Department may withhold or recoup from Grantee any part of the Grant Amount that the Department determines, in its sole and absolute discretion, were not used for an Allowable Use.

3. TERM.

- 3.1. Notwithstanding any terms and conditions set forth herein to the contrary, this Agreement is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and the Department shall not be bound by the terms and conditions of this Agreement until the date of such approval, or if such approval is not required, the date that the Department signs this Agreement (the "Effective Date").

- 3.2. Grantee shall expend the entire Grant Award on or before the Completion Date, and submit all of the reports as required by Paragraph 8 of this Agreement. In the event that Grantee has not expended any part of the Grant Award by the Completion Date, then Grantee shall return all such sums to the Department no later than 5:00 p.m. on July 10, 2025.

4. PAYMENT OF GRANT AWARD; LIMITATION ON AMOUNT.

- 4.1. DHHS shall have no liabilities to the Grantee other than the determined Grant Amount and will be supported by the affirmation of the work hours of current and open staff positions, as presented in the application, as full time equivalent employees supplied and attested to by the applicant. For the purpose of this Agreement, the indirect cost rate is 0%.
- 4.2. The Grantee shall receive awarded funds by check or electronic transfer, in one (1) increment from the Department after submitting a completed and signed (by both the Grantee and the Department) Grant Provider Agreement.
- 4.3. The Grant Award shall be the only payment to the Grantee under the terms and conditions of this Agreement, and the Department shall have no obligation to Grantee in excess of the Grant Award.
- 4.4. The indirect cost rate under this Agreement is 0.0%. In addition, the Department shall have the right to adjust the total Grant Amount for any reason or no reason at all.

5. WARRANTIES AND REPRESENTATIONS OF GRANTEE.

- 5.1. The Grantee warrants and represents that it and its principals:
 - 5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 5.1.2. Have not within a three-year period preceding this Grant Award 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;
 - 5.1.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
 - 5.1.4. Have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 5.2. As stated in its application for the Grant Award, the Grantee warrants and represents that it will cooperate with the Department and shall comply with any requests from the Department reasonably related to this Agreement, including, without limitation, request for the following:

5.2.1. Submission of any and all records, data, and information to substantiate and verify the use, impact, and outcomes of the Grant Award on the Grantee's child care program, including, without limitation, invoices as well as responses to progress inquiries, surveys, and any other reports.

5.2.2. Confirmation, through documentation of expenses and any requested self-attestations, of compliance with this Agreement and the appropriate reinvestment in enhancing retention and recruitment of the child care workforce.

5.3. The Grantee warrants and represents that, throughout the term of this Agreement, Grantee will:

5.3.1. Maintain and update its program profile on NH Connections Information System on or before January 31, 2024;

5.3.2. Participate in the annual Market Rate Survey and Workforce Survey through the NH Connections Information System; and

5.3.3. Participate in the NH Child Care Workforce Survey and ensure that at least 50% of their staff also participate.

5.4. If a corporation, limited liability company, or any other entity, the Grantee warrants and represents to the Department that it is (a) duly organized, validly existing, and in good standing under the laws of the state of its formation and the laws of the State of New Hampshire, (b) have paid all franchise and other taxes, if any, required to maintain its legal existence (c) is not the subject of voluntary or involuntary proceedings for its dissolution; and (d) has full right, power and authority to enter into this Agreement.

5.5. All throughout the term of this Agreement, the Grantee warrants and represents that it will comply with all applicable statutes, laws, regulations, and orders of federal, State, county, or municipal authorities, including, without limitation, all applicable labor laws, and workers compensation requirements and the acquisition of all necessary permits.

6. COMPLIANCE BY GRANTEE WITH GRANT REQUIREMENTS.

6.1. In consideration of the Grant Award, the Grantee shall comply with all terms and conditions of this Agreement. The Grantee acknowledges and agrees that any failure to comply with the terms and conditions set forth herein may result in recoupment of the Grant Award, in whole or in part.

6.2. The Grantee acknowledges and agrees that it will cooperate with any request from the Department to ensure that the Grant Award is only used for an Allowable Use as defined in Paragraph 2 of this Agreement, including, without limitation, any requests from the Department for the review of Grantee's files and to conduct on-site audits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Grantee's normal business hours, or as often as the Department shall demand, the Grantee shall make available to the Department all records pertaining to matters covered by this

Agreement. The Grantee shall permit the Department, to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, and records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3, of this Agreement.

- 7.2. The Grantee shall keep detailed accounts of all reimbursed expenses received in connection with this Agreement. The Grantee shall also keep record of how or what they re-invested these funds in toward the retention or recruitment of the child care workforce.

8. REPORTING.

- 8.1. The Grantee shall complete and submit an interim report by July 30, 2024 and a final report by August 15, 2025 regarding the impacts and outcomes of funding on their program. A template will be provided by the Department, Bureau of Child Development and Head Start Collaboration (BCDHSC) upon Award of funds in this Agreement. The report shall include detail of the expenditures, supporting documentation for all expenditures, the impact of the funding on their program operations and staff, changes in child capacity, basics statistics, and future needs.
- 8.2. The Department shall have the right to recoup any portion of the Grant Award that was expended for any purpose other than an Allowed Use. Furthermore, the Department shall have the right to recoup any expenditures traceable from the Grant Award that, in the Department's sole and absolute discretion, are not adequately substantiated by Grantee's production of invoices, receipts, purchase orders, account ledgers, or any other business records.

9. LIMITATION OF LIABILITY.

- 9.1. To the fullest extent permitted by law, the maximum aggregate liability of the Department shall not exceed the sum of the Grant Award. In addition, Grantee agrees that in no event will the Department, together with its officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if the Department had been advised, knew, or should have known of the possibility of such damages. The terms and conditions of this Paragraph 9 shall survive the termination of this Agreement.

10. INDEMNIFICATION.

- 10.1. For the purpose of this Paragraph 10, the term "Indemnified Parties" shall mean the Department, and the Department's officials, employees, agents together with the successors and assigns of any of them; the term "Indemnified Party" shall mean any one of the Indemnified Parties.
- 10.2. The Grantee shall indemnify, defend (with counsel acceptable to the Department), and hold the Indemnified Parties from and against, and to reimburse the Indemnified Parties for, any and all liabilities, penalties, judgments, claims predicated upon any legal theory whatsoever, demands, debts, obligations, fines, damages, losses, costs, fees, attorneys' fees and expert witness' fees (including, without limitation, attorneys' fees, expert witness' fees, and costs incurred by the Indemnified Parties in enforcing the terms and conditions of this Paragraph

10), and expenses of any kind or nature suffered or incurred by any of the Indemnified Parties which are in any way related to the Grantee's use of the Grant Award.

10.3. The terms and conditions of this Paragraph 10 shall survive the termination of this Agreement.

11. SOVEREIGN IMMUNITY PRESERVED. Notwithstanding any terms and conditions set forth herein to the contrary, this Agreement shall not be construed as a waiver of the Department's sovereign immunity, which is hereby reserved by the Department. The terms and conditions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

12. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the Department hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the Department be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the Department 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 Grantee notice of such termination.

13. EVENT OF DEFAULT: REMEDIES.

13.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (each, an "Event of Default"):

- 13.1.1. Failure to submit any report required hereunder;
- 13.1.2. Failure to maintain, or permit access to, the records required hereunder;
- 13.1.3. Failure to maintain any required licenses, permits, or approvals that result in a change to Grantee's program operational status, including, but not limited to, child care or camp licenses and any other licenses or permits as may be required for Grantee to continue with the operation of its child care program;
- 13.1.4. Failure to notify the Department, in writing, prior to or at the time of the implementation of significant changes that impact the operational status of Grantee's child care program, including, without limitation, any voluntary closure, merger, reduction in number of children served by more than 50%, and any material changes in the program's services or populations being served; or
- 13.1.5. Failure to perform any of the other covenants and conditions of this Agreement.

13.2. Upon the occurrence of any Event of Default, the Department may take any or all of the following actions:

- 13.2.1. Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement.
- 13.2.2. Treat the Agreement the Agreement as breached and pursue any of its remedies available

at law or in equity.

13.3. as breached and pursue any of its remedies available at law or in equity

14. TERMINATION. Notwithstanding anything in this Agreement to the contrary, the Department may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

15. GRANTEE'S RELATION TO THE DEPARTMENT. In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the Grant Award and are neither agents nor employees of the State or the Department. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind the Department nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

16. PUBLIC DISCLOSURE NOTIFICATION. The name, business addresses of all Grantees and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure under RSA 91-A and may be posted on the Department's website.

17. Governing Law. The Grantee acknowledges and agrees that this Agreement and the rights, obligations, and liabilities of the parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

18. Consent to Jurisdiction and Venue. Grantee hereby irrevocably and unconditionally (a) submits to exclusive personal jurisdiction in the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Agreement, and (b) waives any and all personal rights under the laws of any other state to object to jurisdiction within the State of New Hampshire. Grantee agrees that the only proper venue for any suit, action, or proceeding arising out of or related to this Agreement shall be in the Merrimack County Superior Court.

19. Heirs, Successors, and Assigns. The provisions of this Agreement shall be binding upon the Grantee and Grantees' heirs, successors, successors in title, legal representatives, and assigns, and shall inure to the benefit of Seller and Seller's heirs, successors, successors in title, legal representatives, and assigns.

20. NO THIRD PARTIES. There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

21. Severability. If any term or condition of this Agreement or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or condition to the parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Agreement shall be valid and enforceable to the maximum extent permitted by law.

22. Merger. This Agreement is intended by the parties as the final, complete, and exclusive

understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Agreement, and no party is relying on any promise, agreement, or understanding not set forth in this Agreement. This Agreement may not be amended or modified except by a written instrument describing such amendment or modification executed by the parties hereto.

23. Construction. The captions or headings in this Agreement are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Agreement. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a person or entity are, unless the context otherwise requires, also to its owners, members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Agreement, the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such word or words of similar import. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

24. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or portable document format (PDF) signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E:1 et seq., the parties hereby agree that this Agreement may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

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

Lori A. Weaver
Commissioner

Karen E. Hebert
Director

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November 7, 2023

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Economic Stability, to enter into provider agreements with eligible New Hampshire Child Care Providers, for the purpose of providing financial assistance to support recruitment and retention bonus and benefit grants for child care programs, statewide; and

2) Contingent on approval of Request #1, authorize the Department of Health and Human Services, Division of Economic Stability, to make unencumbered payments, in an amount not to exceed \$15,000,000 as authorized in New Hampshire House Bill 2 (HB2), to participating eligible New Hampshire Child Care Providers.

Both requests shall be effective upon Governor and Council approval, through June 30, 2025. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-042-421110-63860000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE PROGRAMS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Payment to Providers	42117720	\$15,000,000
			Total	\$15,000,000

EXPLANATION

The purpose of this request is to allow the Department to provide assistance authorized in New Hampshire House Bill 2 (HB2) to eligible New Hampshire Child Care Providers statewide to further invest in professional child care workforce retention and recruitment efforts to increase capacity in the child care industry. Eligible Child Care Providers must operate in New Hampshire with an active child care license or be license-exempt and enrolled in the Department of Health and Human Services Child Care Scholarship Program. Providers will include those who serve children from birth through age twelve (12) and are also referred to as center-based, family-based,

early childhood education, early learning, outside of school time, before and after school, and summer camp programs, as well as non-profit and privately-owned center-based and family-based child care programs. All licensed and licensed-exempt facilities are as defined under NH RSA 170-E. Allowable uses of the funds include:

- Deposit into an eligible, tax-advantaged Health Savings Account or Flexible Spending Account;
- Mentor credentialing and support networks for mentors;
- Sign-on and/or retention incentives and/or wage increases;
- Professional costs such as training hours, CPR, or memberships in professional organizations;
- Child care tuition assistance;
- Credit towards the employee's share of the cost of their health insurance plan;
- Paid time off equivalent;
- Child care tuition discount;
- Student loan repayment;
- Telemedicine coverage; or
- Payment towards a physical, first-aid certification, CPR certification, background check, or other credential required for the child care position.

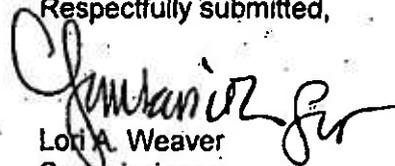
The use of the attached Provider Agreement template, as approved by the Department of Justice, will allow the Department to enter efficiently into Agreements with Eligible Child Care Providers to further invest in professional child care workforce retention and recruitment efforts and increase child care capacity.

The Department is requesting authority to make unencumbered payments to participating New Hampshire Child Care Providers. The Department is making this request because the participating Child Care Providers and funding associated with each Child Care Provider cannot be determined in advance of this request. The funding amount that each eligible Child Care Provider receives will be determined upon the receipt of all applications by dividing the total funding available by the combined number of Full Time Equivalent (FTE) positions of all eligible applicants, which will then be multiplied by each applicant's number of FTEs. The Department reserves the right to make adjustments to the formula if necessary.

Should the Governor and Council not authorize this request, New Hampshire Child Care Providers statewide will not have this unique opportunity to further strengthen the child care workforce to increase child care capacity.

Area served: Statewide.

Respectfully submitted,


Lori A. Weaver
Commissioner

**Child Care Workforce Grant
Provider Agreement**

This CHILD CARE WORKFORCE GRANT AGREEMENT is entered into by and between the State of New Hampshire Department of Health and Human Services (the "Department") and the Grantee (defined below). The Department and Grantee are sometimes referred to herein singularly as a "Party" or collectively as the "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. IDENTIFICATION OF PARTIES; DEFINITIONS.

- 1.1. State Agency Name: New Hampshire Department of Health and Human Services
- 1.2. State Agency Address: 129 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Business Name: (aligned with New Hampshire Vendor Number) (the "Grantee")
- 1.4. Grantee Contact Name:
- 1.5. Grantee Address:
- 1.6. Grantee Phone Number:
- 1.7. State Vendor Number:
- 1.8. Completion Date: June 30, 2025 (the "Completion Date")
- 1.9. Grant Amount: \$TBD (the "Grant Award")
- 1.10. Grant Officer for the Department: Dianne R. Chase
- 1.11. Department Telephone Number: (603) 271-4242
- 1.12. Grantee Signature: Designated Signing Authority

Signature:
Print Name:

Date:
Title:

- 1.13. State of New Hampshire Signature:

Signature:
Print Name:

Date:
Title:

2. PURPOSE; ALLOWABLE USE OF GRANT AMOUNT.

- 2.1. The funding for the Child Care Workforce Grant (CCWG) was authorized by way of H.B. 2, which was enacted by the 168th Session of General Court on June 20, 2023. The purpose of the CCWG is to finance recruitment and retention bonus and benefit grants for New Hampshire Child Care Programs.
- 2.2. By accepting the Grant Award, Grantee agrees that it will only use the Grant Amount for (a) the Grantee's child care activities in the State of New Hampshire the following and (b) purposes (each, an "Allowable Use"):
- 2.1.1 Deposits into an eligible, tax-advantaged health savings account or flexible spending account;
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 - 2.1.3 Sign-on incentives, retention incentives, or wage increases;
 - 2.1.4 Expenses for employee education, professional licensing fees, and professional membership dues that (i) maintain or improve the skills needed the employee's present child care position, or (ii) are required by law for the employee to keep his or her present salary, job title, or position;
 - 2.1.5 Child care tuition assistance;
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- 2.3. Notwithstanding the foregoing, the Department may withhold or recoup from Grantee any part of the Grant Amount that the Department determines, in its sole and absolute discretion, were not used for an Allowable Use.

3. TERM.

- 3.1. Notwithstanding any terms and conditions set forth herein to the contrary, this Agreement is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and the Department shall not be bound by the terms and conditions of this Agreement until the date of such approval, or if such approval is not required, the date that the Department signs this Agreement (the "Effective Date").

- 3.2. Grantee shall expend the entire Grant Award on or before the Completion Date, and submit all of the reports as required by Paragraph 8 of this Agreement. In the event that Grantee has not expended any part of the Grant Award by the Completion Date, then Grantee shall return all such sums to the Department no later than 5:00 p.m. on July 10, 2025.

4. PAYMENT OF GRANT AWARD; LIMITATION ON AMOUNT.

- 4.1. DHHS shall have no liabilities to the Grantee other than the determined Grant Amount and will be supported by the affirmation of the work hours of current and open staff positions, as presented in the application, as full time equivalent employees supplied and attested to by the applicant. For the purpose of this Agreement, the indirect cost rate is 0%.
- 4.2. The Grantee shall receive awarded funds by check or electronic transfer, in one (1) increment from the Department after submitting a completed and signed (by both the Grantee and the Department) Grant Provider Agreement.
- 4.3. The Grant Award shall be the only payment to the Grantee under the terms and conditions of this Agreement, and the Department shall have no obligation to Grantee in excess of the Grant Award.
- 4.4. The indirect cost rate under this Agreement is 0.0%. In addition, the Department shall have the right to adjust the total Grant Amount for any reason or no reason at all.

5. WARRANTIES AND REPRESENTATIONS OF GRANTEE.

- 5.1. The Grantee warrants and represents that it and its principals:
 - 5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 5.1.2. Have not within a three-year period preceding this Grant Award 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;
 - 5.1.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
 - 5.1.4. Have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 5.2. As stated in its application for the Grant Award, the Grantee warrants and represents that it will cooperate with the Department and shall comply with any requests from the Department reasonably related to this Agreement, including, without limitation, request for the following:

- 5.2.1. Submission of any and all records, data, and information to substantiate and verify the use, impact, and outcomes of the Grant Award on the Grantee's child care program, including, without limitation, invoices as well as responses to progress inquiries, surveys, and any other reports.
 - 5.2.2. Confirmation, through documentation of expenses and any requested self-attestations, of compliance with this Agreement and the appropriate reinvestment in enhancing retention and recruitment of the child care workforce.
 - 5.3. The Grantee warrants and represents that, throughout the term of this Agreement, Grantee will:
 - 5.3.1. Maintain and update its program profile on NH Connections Information System on or before January 31, 2024;
 - 5.3.2. Participate in the annual Market Rate Survey and Workforce Survey through the NH Connections Information System; and
 - 5.3.3. Participate in the NH Child Care Workforce Survey and ensure that at least 50% of their staff also participate.
 - 5.4. If a corporation, limited liability company, or any other entity, the Grantee warrants and represents to the Department that it is (a) duly organized, validly existing, and in good standing under the laws of the state of its formation and the laws of the State of New Hampshire, (b) have paid all franchise and other taxes, if any, required to maintain its legal existence (c) is not the subject of voluntary or involuntary proceedings for its dissolution; and (d) has full right, power and authority to enter into this Agreement.
 - 5.5. All throughout the term of this Agreement, the Grantee warrants and represents that it will comply with all applicable statutes, laws, regulations, and orders of federal, State, county, or municipal authorities, including, without limitation, all applicable labor laws, and workers compensation requirements and the acquisition of all necessary permits.
- 6. COMPLIANCE BY GRANTEE WITH GRANT REQUIREMENTS.**
- 6.1. In consideration of the Grant Award, the Grantee shall comply with all terms and conditions of this Agreement. The Grantee acknowledges and agrees that any failure to comply with the terms and conditions set forth herein may result in recoupment of the Grant Award, in whole or in part.
 - 6.2. The Grantee acknowledges and agrees that it will cooperate with any request from the Department to ensure that the Grant Award is only used for an Allowable Use as defined in Paragraph 2 of this Agreement; including, without limitation, any requests from the Department for the review of Grantee's files and to conduct on-site audits.
- 7. RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Grantee's normal business hours, or as often as the Department shall demand, the Grantee shall make available to the Department all records pertaining to matters covered by this

Agreement. The Grantee shall permit the Department, to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, and records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3, of this Agreement.

- 7.2. The Grantee shall keep detailed accounts of all reimbursed expenses received in connection with this Agreement. The Grantee shall also keep record of how or what they re-invested these funds in toward the retention or recruitment of the child care workforce.

8. REPORTING.

- 8.1. The Grantee shall complete and submit an interim report by July 30, 2024 and a final report by August 15, 2025 regarding the impacts and outcomes of funding on their program. A template will be provided by the Department, Bureau of Child Development and Head Start Collaboration (BCDHSC) upon Award of funds in this Agreement. The report shall include detail of the expenditures, supporting documentation for all expenditures, the impact of the funding on their program operations and staff, changes in child capacity, basics statistics, and future needs.
- 8.2. The Department shall have the right to recoup any portion of the Grant Award that was expended for any purpose other than an Allowed Use. Furthermore, the Department shall have the right to recoup any expenditures traceable from the Grant Award that, in the Department's sole and absolute discretion, are not adequately substantiated by Grantee's production of invoices, receipts, purchase orders, account ledgers, or any other business records.

9. LIMITATION OF LIABILITY.

- 9.1. To the fullest extent permitted by law, the maximum aggregate liability of the Department shall not exceed the sum of the Grant Award. In addition, Grantee agrees that in no event will the Department, together with its officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if the Department had been advised, knew, or should have known of the possibility of such damages. The terms and conditions of this Paragraph 9 shall survive the termination of this Agreement.

10. INDEMNIFICATION.

- 10.1. For the purpose of this Paragraph 10, the term "Indemnified Parties" shall mean the Department, and the Department's officials, employees, agents together with the successors and assigns of any of them; the term "Indemnified Party" shall mean any one of the Indemnified Parties.
- 10.2. The Grantee shall indemnify, defend (with counsel acceptable to the Department), and hold the Indemnified Parties from and against, and to reimburse the Indemnified Parties for, any and all liabilities, penalties, judgments, claims predicated upon any legal theory whatsoever, demands, debts, obligations, fines, damages, losses, costs, fees, attorneys' fees and expert witness' fees (including, without limitation, attorneys' fees, expert witness' fees, and costs incurred by the Indemnified Parties in enforcing the terms and conditions of this Paragraph

10), and expenses of any kind or nature suffered or incurred by any of the Indemnified Parties which are in any way related to the Grantee's use of the Grant Award.

10.3. The terms and conditions of this Paragraph 10 shall survive the termination of this Agreement.

11. SOVEREIGN IMMUNITY PRESERVED. Notwithstanding any terms and conditions set forth herein to the contrary, this Agreement shall not be construed as a waiver of the Department's sovereign immunity, which is hereby reserved by the Department. The terms and conditions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

12. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the Department hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the Department be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the Department 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 Grantee notice of such termination.

13. EVENT OF DEFAULT: REMEDIES.

13.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (each, an "Event of Default"):

13.1.1. Failure to submit any report required hereunder;

13.1.2. Failure to maintain, or permit access to, the records required hereunder;

13.1.3. Failure to maintain any required licenses, permits, or approvals that result in a change to Grantee's program operational status, including, but not limited to, child care or camp licenses and any other licenses or permits as may be required for Grantee to continue with the operation of its child care program;

13.1.4. Failure to notify the Department, in writing, prior to or at the time of the implementation of significant changes that impact the operational status of Grantee's child care program, including, without limitation, any voluntary closure, merger, reduction in number of children served by more than 50%, and any material changes in the program's services or populations being served; or

13.1.5. Failure to perform any of the other covenants and conditions of this Agreement.

13.2. Upon the occurrence of any Event of Default, the Department may take any or all of the following actions:

13.2.1. Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement.

13.2.2. Treat the Agreement as breached and pursue any of its remedies available

at law or in equity.

13.3. as breached and pursue any of its remedies available at law or in equity

14. TERMINATION. Notwithstanding anything in this Agreement to the contrary, the Department may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

15. GRANTEE'S RELATION TO THE DEPARTMENT. In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the Grant Award and are neither agents nor employees of the State or the Department. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind the Department nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

16. INSURANCE.

16.1. The Grantee shall, at its own expense, obtain and continuously maintain in full force, the following types of insurance coverage:

16.2. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and

16.3. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Agreement with limits not less than \$500,000.00 per accident.

16.4. Grantee shall provide the Department with certificates of insurance for all insurance required under Paragraph 16, before receiving any funds hereunder.

17. PUBLIC DISCLOSURE NOTIFICATION. The name, business addresses of all Grantees and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure under RSA 91-A and may be posted on the Department's website.

18. Governing Law. The Grantee acknowledges and agrees that this Agreement and the rights, obligations, and liabilities of the parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

19. Consent to Jurisdiction and Venue. Grantee hereby irrevocably and unconditionally (a) submits to exclusive personal jurisdiction in the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Agreement, and (b) waives any and all personal rights under the laws of any other state to object to jurisdiction within the State of New Hampshire. Grantee agrees that the only proper venue for any suit, action, or proceeding arising out of or related to this Agreement shall be in the Merrimack County Superior Court.

20. Heirs, Successors, and Assigns. The provisions of this Agreement shall be binding upon the Grantee and Grantees' heirs, successors, successors in title, legal representatives, and assigns, and shall inure to the benefit of Seller and Seller's heirs, successors, successors in title, legal representatives, and assigns.

21. NO THIRD PARTIES. There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

22. Severability. If any term or condition of this Agreement or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or condition to the parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Agreement shall be valid and enforceable to the maximum extent permitted by law.

23. Merger. This Agreement is intended by the parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Agreement, and no party is relying on any promise, agreement, or understanding not set forth in this Agreement. This Agreement may not be amended or modified except by a written instrument describing such amendment or modification executed by the parties hereto.

24. Construction. The captions or headings in this Agreement are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Agreement. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a person or entity are, unless the context otherwise requires, also to its owners, members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Agreement, the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such word or words of similar import. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

25. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or portable document format (PDF) signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E:1 et seq., the parties hereby agree that this Agreement may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

New Hampshire Department of Health and Human Services Child Care Workforce Grant (CCWG) Application

ELIGIBILITY INFORMATION

This Application is for the Child Care Workforce Grant (CCWG), which will provide direct beneficiary awards to Eligible Child Care Providers with the purpose of financing recruitment and retention bonus and benefits for New Hampshire Child Care Program staff.

CCWG funds were authorized in New Hampshire House Bill 2 (HB2), effective July 1, 2023, to the New Hampshire Department of Health and Human Services (referred to hereafter as the "Department").

Funds are not available for retroactive expenses and cannot be applied to expenses incurred prior to the Effective Date of the Grant Agreement, which is the date it is signed by DHHS.

Eligible Child Care Providers include:

CCWG Eligible Child Care Providers operating in New Hampshire with an active child care license or that are licensed-exempt and enrolled in the Department of Health and Human Services Child Care Scholarship Program. These programs include those who serve children from birth through age twelve (12) and are referred to as center-based, family-based, early childhood education, early learning, outside of school time, before and after school, and summer camp programs, as well as non-profit and privately owned center-based and family-based child care programs. Each Eligible Child Care Provider must:

- Have a valid State of New Hampshire Vendor Number;
- Have authorization to apply from the program owner or Board of Directors as appropriate;
- Have an active New Hampshire Connections Information System (NHCIS) account for the Director and all staff members;
- Have and maintain an updated program profile and valid email address in NHCIS;
- Agree to participate in the annual workforce and market rate surveys as requested;
- Agree to designate a grant manager; and
- Agree to submit an interim and final report.

All licensed and licensed-exempt facilities are defined under NH RSA 170-E. Interested Child Care Providers must submit completed signed Applications.

***Child Care Providers with multiple sites/locations, are required to complete separate applications for each site/location in which funds are being applied for.**

Who is not eligible to apply?

- Programs that are closed with no reopen date with the State.
- Head Start or Early Start programs; and
- Public school early childhood operated programs.

Staff related expenses include:

- Deposit(s) into a staff persons individual eligible, tax-advantaged Health Savings Account or Flexible Spending Account;
- Mentor credentialing and support networks for mentors;
- Sign-on and/or retention incentives and/or wage increases;
- Professional costs such as training hours, CPR or memberships in professional organizations;
- Child Care tuition assistance
- Credit toward the employee's share of the cost of their health insurance plan;
- Paid time off equivalent;
- Child care tuition discount;
- Student loan repayment;
- Telemedicine coverage; or
- Payment towards a physical, first-aid certification, CPR certification, background check, or other credential required for the child care position.

Funding *may not* be used for:

- Expenses incurred prior to the Effective Date of the grant agreement;
- Operating expenses;
- Facility improvements;
- Tuition for families being served by the provider;
- College tuition and related expense (because college tuition assistance services are available through the Department's tuition assistance program);
- Marketing or job postings;
- Staff parties or outings;
- Income losses or debt repayment;
- Current staff base wages paid by the employer (only wage increases are permitted);
- Activities ordinarily provided at no charge by the Department or partner entities; nor
- Expenses covered by other grants or funding programs provided by the Department or partner entities.

Prior to starting the application, please refer to the instructions, allowable use for funds and the overall grant program description, available on NH Connections <https://www.nh-connections.org/>. You must complete the application at one sitting. We suggest you use the word version draft application also available on NH Connections to prepare your answers before beginning.

In accordance with HB2, grant awards will be determined using the grant application process developed by the Department, after all eligible applications have been received by the due date, reviewed and approved. The grant application process, including but not limited to, the amount of funding awarded, is subject to change at the discretion of the Department.

The final grant award will be determined by calculating the total number of Full Time Equivalent (FTE) employees in each child care program.

For the purpose of this grant award, the Department defines a full time and part time employee as an individual who is formally employed by the child care provider, company or organization in the State of New Hampshire, and who receives a W-2 tax form each year to report their income and taxes withheld. Temporary, 1099, and/or seasonal employees are not considered employees for the purpose of the grant award.

Necessary Steps in Calculating a Program's Full Time Equivalent Employees:

There are three (3) steps required to calculate a program's FTE. See below for more information and steps.

Step one: Determining Each Employee's Average Hours:

- The applicant must determine the average employee hours: average the weekly hours of each current full time and part time employee and average the weekly hours of all unfilled and/or open full time and part time positions based on program license and licensed-exempt capacity.
- If the hours of an employee vary, the applicant must use an average number of hours over a four (4) week period, to calculate the employees' average weekly hours.

For example:

Week one (1) = 42 hours

Week two (2) = 30 hours

Week three (3) = 20 hours

Week four (4) = 35 hours

Total hours over a four (4) week period = 127 hours, divided by 4 = 31.75 average hours (rounded up to the nearest whole number) = 32 average hours.

Step two: Determining Programs Average Hours:

- The applicant must add up one (1) week of all employees' average hours, including unfilled and/or open position hours.

For example:

Employee 1 = 40 hours a week

Employee 2 = 15 hours a week

Employee 3 = 32 hours a week

Employee 4 = 17 hours a week

Employee 5 (unfilled and/or open position) = 37 hours a week

Employee 6 (unfilled and/or open position) = 15 hours a week

Total hours (employee and unfilled and/or open position) = 156 hours per work week.

Step three: Determining a Program's Full Time Equivalent Employees:

- For the purpose of this grant award, the Department defers to the State of New Hampshire Department of Labor definition of a Full Time Equivalent Employee (FTE) as thirty-five (35) hours per week.
- The applicant must divide total average hours per work week of all employees by 35, to determine the FTEs for the program.

For example:

Employee 1 = 40 hours a week

Employee 2 = 15 hours a week

Employee 3 = 32 hours a week
Employee 4 = 17 hours a week
Employee 5 (unfilled and/or open position) = 37 hours a week
Employee 6 (unfilled and/or open position) = 15 hours a week
**Total hours (employee and unfilled and/or open position) = 156 per work week,
divided by 35 hours FTE = 4.45 FTE (rounded up to the nearest whole number) = 5
FTEs.**

Once the application period has closed, the actual value of dollars per FTE will be determined by dividing the FTEs specified in all applications, into the total dollars of the Child Care Workforce Grant (CCWG).

Example scenario:

If the Department approves 500 applications; and
All applicants combined have a total of 8,000 FTEs; and
Anticipated \$15,000,000 in total grant funding is divided by the 8,000 FTEs, the total FTEs equal \$1,875 per FTE.
Using the example in step three (3), a program with 5 FTEs could receive a maximum award of \$9,375.

Note: The above scenario is only an example for reference. The determined 'maximum' amount is dependent upon the described formula.

Child Care Providers will be notified of the award amount. Child Care Providers will be required to select which items you will implement from the allowable uses, and the percentages you allocate to each item requested which will become part of your Agreement that will be subject to the Department's approval.

Applications must be submitted no later than January 5, 2023, by 4:30 PM, EST.¹

¹ The Department reserves the right to modify these dates and times at its sole discretion.

APPLICATION FORM

Child Care Provider Contact Details:

1. Name of Child Care Provider:
2. County Served:
3. Address (Street, City/Town, Zip Code):
4. Phone Number:
5. Email Address:
6. New Hampshire Child Care License Number:
7. New Hampshire Vendor Number:
8. Business Type:
9. New Hampshire Scholarship Resource Number(s):

Child Care Provider Capacity (at time of Application):

1. Total capacity (as determined by Child Care Licensing or local regulations for License-Exempt Programs):
 - a. Percentage of currently enrolled children (full and part-time) residing in New Hampshire:
 - b. Do you maintain a wait list?
 - c. How often do you update your wait list?
 - d. Number of children in your program currently receiving New Hampshire Child Care Scholarship:
 - e. How many classrooms are currently open?
 - f. How many classrooms are currently closed due to staffing issues?
 - g. Child Capacity By Age Group Table: (please complete).

Child Capacity By Age Group	Currently Enrolled Full Time	Currently Enrolled Part Time	Open Slots Full Time	Open Slots Part Time	Wait list Full Time	Wait list Part Time
Infants						
Toddlers						
Preschoolers						
Kindergartners						
School Ageds Grades 1-3						
School Ageds Grades 4-5						

2. Current Staff Numbers Table: (please complete).

Current Staff Numbers	Infant FT	Infant PT	Toddler FT	Toddler PT	Preschool FT	Preschool PT	Kinder FT	Kinder PT	SA Grd 1-3 FT	SA Grd 4-5 PT	Non-classroom	Floater multiple ages	FT Openings	PT Openings
Assistant Teacher														
Teacher														
Lead Teacher														
Assistant Director														
Director														
Bus Driver														
Cook														
Group Leader														
Other														
Other														

3. Current Staff Benefits Table: (please complete).

Current Staff Benefits	Medical	Dental	PTO	Child Care	Other
Full Time Staff					
Part Time Staff					

4. Current Staff Wages: (please complete).

Current Staff Wages (Average Hourly whole numbers only)	Infant FT	Infant PT	Toddler FT	Toddler PT	Preschool FT	Preschool PT	Kinder FT	Kinder PT	SA Grd 1-3 FT	SA Grd 4-5 PT	Non-classroom	Floater multiple ages	FT Openings	PT Openings
Assistant Teacher														
Teacher														
Lead Teacher														

Assistant Director													
Director													
Bus Driver													
Cook													
Other													
Other													

Remainder of the page left blank intentionally.

ACKNOWLEDGMENT

I, the Applicant, hereby certify that all information provided in this Application is complete, accurate, and up-to-date, as of the date specified below. If I receive a CCWG Award, the funds shall only be used for eligible expenses.

I, the Applicant, understand, agree and accept use of its electronic signature by email as binding and final in accordance with all terms of RSA 294-E, the Uniform Electronic Transactions Act.

I, the Applicant, understand, agree and accept that by submitting this Application, I am certifying that the person named in the signature block has authority to bind the business entity and that the State is entitled to rely on this certification as actual and apparent evidence of authority to bind the business entity.

I, the Applicant understand, any provision of this Application, does not commit the Department to award a Grant Agreement. The Department reserves the right to reject any and all responses to this Application or any portions thereof, at any time and to cancel this Application and to solicit new Application responses under a new process.

PUBLIC DISCLOSURE NOTIFICATION

I, the Applicant understand, the name, business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DHHS website.

DHHS will assert that the other financial information submitted in support of this Award in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

By checking the following boxes, I am confirming:

- The Child Care Provider applying for the CCWG Grant Award is in full operation as of the date this form was completed.
- The Child Care Provider applying for the CCWG Grant Award is in Good Standing with the State of New Hampshire and any required licensing to operate.
- The documentation provided with this Grant Application is an accurate representation of the Child Care Provider's current enrollment and staff wages.
- I acknowledge the Public Disclosure Notification.

Name of Child Care Provider:	
Designated Signature for Child Care Provider:	Date Signed:
Printed Name:	Title:

Digital signatures are accepted