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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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December 3, 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 enter into a contract with Pyramid Model Consortium (VC# 274159), Missoula, MT, in the amount of \$1,100,000 to establish a temporary six (6) month Child Care Workforce Assistance Project (CCWAP) for eligible New Hampshire child care professionals, and measure its effectiveness in strengthening the child care workforce, pursuant to NH Senate Bill (SB) 404 (2024 session), signed into law on August 2, 2024, with the option to renew for up to four (4) additional years, effective January 1, 2025, upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE 100% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	103-502507	Contracts for Opr Svc	TBD	\$1,100,000
			Total	\$1,100,00

EXPLANATION

The purpose of this request is to establish, administer, and manage a temporary child care workforce assistance project for eligible child care professionals in New Hampshire and measure its effectiveness in strengthening the child care workforce. A child care professional is determined to be eligible for the project if they are employed at a qualified child care center, their household income is equal or less than the median income for the geographic area in which they reside but over income for the federal Child Care Scholarship program, and they have a child enrolled in a New Hampshire child care program. NH SB 404 signed into law, Chapter 355 is intended to determine if providing a benefit for child care to child care professionals' will result in an increase in recruitment and retention of the child care workforce.

The Contractor will make eligibility determinations pursuant to the law, provide eligibility notifications and make benefit payments directly to qualified child care providers for the eligible participants. The Contractor will ensure the child care workforce assistance project is available to families in which the household has an income equal to or less than the median income for the geographic area in which they reside but deemed ineligible for the federal Child Care Scholarship program, with at least one (1) verified New Hampshire child care professional employed at a qualified child care provider.

Approximately 200 families will be served during State Fiscal Year 2025.

The Contractor will work collaboratively with the Department and stakeholders to conduct a statewide public awareness campaign targeted to New Hampshire child care professionals employed at New Hampshire based:

- Licensed child care centers and/or a licensed home child care centers, or
- Licensed-exempt centers that are registered and enrolled to accept NH child care scholarships.

The Contractor will also create and disseminate informational and outreach material.

Additionally, the Contractor will submit weekly and final reports to the Department detailing application processing metrics, including eligibility determinations, CCWAP benefit distribution, and challenges encountered. A final report due June 30, 2025, will summarize project outcomes, resource needs, and recommendations.

The Department will monitor services by reviewing the Contractor's ongoing reports and data metrics.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from September 26, 2024, through October 28, 2024. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 3, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not be in compliance with state law and unable to determine if providing child care assistance increases workforce recruitment and retention.

Area served: Statewide

Respectfully submitted,


Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFP-2025-DES-02-CCWAP

Project Title Child Care Workforce Assistance Project

	Maximum Points Available	Pyramid Model Consortium
Technical		
Q1 - Experience - Describe your organization's experience providing assistance with the development and implementation of public assistance benefits programs and making eligibility determinations.	200	175
Q2 - Ability - Describe your organization's ability to provide the entire Scope of Services and meet all requirements in this solicitation. Please include the following in your response: A. Detailed description of how you will design, implement, and administer the Child Care Workforce Assistance Project, including application, determination, appeal and payment disbursement policies and procedures. B. A Statewide public awareness campaign plan to develop and engage child care providers and staff. C. How you will ensure the total distribution of Child Care Workforce Assistance Project benefits do not exceed one million dollars. D. A detailed Work Plan with a timeline.	300	240
Q3 - Capacity - Describe your organization's capacity to perform the entire Scope of Services outlined in this solicitation. Provide your organization's staff plan, including: A. An organizational chart including the number of full-time equivalent staff. B. Description of qualifications, including resumes and credentials for key personnel. C. Any specialized training completed that is relevant to providing the services required in this Request For Proposal.	250	200
Subtotal - Technical	750	615
If a Vendor fail to achieve the minimum Technical score of 400 points, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.		
Cost		
Vendor Cost	200	200
Vendor Budget Evaluation	50	37
Subtotal - Cost	250	237
TOTAL POINTS	1000	852
TOTAL PROPOSED VENDOR COST		\$1,100,000

Reviewer Name
1 Joseph MacRobert
2 AnnMarie Consullo
3 Cory Snell
4 Shannon Winn
5 Colleen Martin
6 Rebecca Lorden

Title
Program Specialist IV
Child Development Enrollment Specialist
Business Administrator II
Finance Manager
Child Development Enrollment Specialist
Human Services Finance Director

Subject: Child Care Workforce Assistance Project (RFP-2025-DES-02-CCWAP-01)

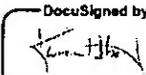
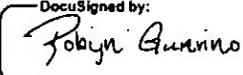
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH-03301-3857	
1.3 Contractor Name Pyramid Model Consortium		1.4 Contractor Address 400 W. Broadway St., Suite 101-507 Missoula, MT 59802	
1.5 Contractor Phone Number 217-390-0403	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$1,100,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 11/27/2024		1.12 Name and Title of Contractor Signatory Rob Corso Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 11/27/2024		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/2/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials 
Date 11/27/2024

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers; or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials 
Date 11/27/2024

New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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, this Agreement, and all obligations of the parties hereunder, shall become effective on January 1, 2025 ("Effective Date").

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

**New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must establish, administer, and manage a temporary Child Care Workforce Assistance Project benefit for eligible child care professionals in New Hampshire, make Child Care Workforce Assistance Project benefit payments directly to certified child care providers and measure its effectiveness in strengthening the child care workforce pursuant to Senate Bill 404 from the 2024 NH Legislative session, signed into Chapter Law 355. The Contractor must:

- 1.1.1. Make eligibility determinations pursuant to NH SB 404 (2024 session).
- 1.1.2. Make categorical eligibility determinations for New Hampshire residents who are also child care professionals, who do not qualify for the New Hampshire Child Care Scholarship Program due to income ineligibility.
- 1.1.3. Provide eligibility notification and appeal process notification.
- 1.1.4. Make Child Care Workforce Assistance Project (CCWAP) benefit payments directly to certified child care centers on behalf of eligible applicants, in accordance with the requirements of Senate Bill 404 from the 2024 NH Legislative session, signed into Chapter Law 355.
- 1.1.5. Conduct a statewide CCWAP public awareness campaign.
- 1.1.6. Provide a project director, project coordinator, and project assistant to direct, coordinate and administer the CCWAP.

1.2. Definitions and Eligibility Requirements established under Senate Bill 404.

- 1.2.1. Applicant means a person who files a written application for assistance as defined by NH RSA 167:78;
- 1.2.2. Certified Child Care Center is a New Hampshire based, licensed child care center, licensed home child care center, licensed in accordance with He-C 4002 NH Child Care Program Licensing Rules, or licensed-exempt center, that is registered and enrolled to accept child care scholarships with the state of New Hampshire;
- 1.2.3. The Contractor must ensure an Applicant shall not be eligible for benefit, if care is provided:
 - 1.2.3.1. by a child care center not licensed according to child care center licensure rules; or registered and enrolled according to requirements for certified child care centers in the CCWAP.
 - 1.2.3.2. In a home child care by a parent or stepparent; a legal guardian; or a person living in the same residence as the child in need of care.
 - 1.2.3.3. by a Head Start or Early Head Start program.

**New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project**

EXHIBIT B

- 1.2.4. The Contractor must ensure an Applicant is deemed eligible for CCWAP benefits if:
- 1.2.4.1. The household income is equal to or less than the median income for the geographic area in which they reside;
 - 1.2.4.2. There is at least one (1) verified New Hampshire child care professional who resides in the household that is employed at a certified child care center; and
 - 1.2.4.3. The following provisions are met:
 - 1.2.4.3.1. Each child in the household meets the same eligibility requirements of the current federal Child Care Scholarship Program (CCSP) program, specifically that each child:
 - 1.2.4.3.1.1. Is a resident of New Hampshire;
 - 1.2.4.3.1.2. Is a U.S. citizen or qualified immigrant as defined by 305.09 Determining Qualified Alien Status (FAM), see: 305.09 Determining Qualified Alien Status (AAM) (https://www.dhhs.nh.gov/fam_html/html/305_09_determining_qualified_alien_status_fam.htm);
 - 1.2.4.3.1.3. is 13 years of age or under at the time of application or recertification; or through 17 years of age for children with disabilities who are enrolled before the age of 13; and
 - 1.2.4.3.1.4. Meets any other federal eligibility criteria.
 - 1.2.4.3.2. Each child resides with a verified New Hampshire child care professional. A verified New Hampshire child care professional means an individual who:
 - 1.2.4.3.2.1. Is a resident of New Hampshire;
 - 1.2.4.3.2.2. Is employed by a certified child care center and works a minimum of twenty-five (25) hours per week; and

RL

**New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project**

EXHIBIT B

- 1.2.4.3.2.3. Has employment and eligibility verified by the certified child care center where they are employed.
- 1.2.4.4. A family shall not be eligible for Child Care Workforce Assistance Project funding, if care is provided by a child care provider not licensed according to child care center licensure rules; or registered and enrolled according to requirements for registered child care centers in the child care assistance program.
- 1.2.4.5. A family shall not be eligible for child care workforce assistance, if care is provided in a home child care by a parent or stepparent; a legal guardian; or a person living in the same residence as the child in need of care.
- 1.2.4.6. A family shall not be eligible for child care workforce assistance, if care is provided for by a Head Start or Early Head Start program.
- 1.2.4.7. Households are income eligible for the CCWAP benefit they:
 - 1.2.4.7.1. Have a household income equal to or less than the state median income; and
 - 1.2.4.7.2. Have an income that is over the qualification limit for the CCSP.
- 1.2.4.8. A household that meets the requirements outlined in this section shall first have eligibility determined for the federally-funded CCSP under the eligibility rules for CCWAP. If the household does not meet the eligibility requirements of this section, it shall be deemed ineligible for such assistance.
- 1.2.4.9. Households eligible for the CCWAP benefits qualify for payment according to the most current market rate survey report for family/household size, child age, type of program and service level subject to the same cost share as families eligible for the CCSP.
- 1.3. For the purposes of this Agreement, all references to business days mean Monday through Friday, excluding state and federal holidays.
- 1.4. The Contractor must, in the collaboration with the Department, develop and implement Department-approved Child Care Workforce Assistance Project (CCWAP), pursuant to Senate Bill 404 from the 2024 NH Legislative session, signed into Chapter Law 355, that includes, but is not limited to:
 - 1.4.1. Creating an application process, subject to Department approval in writing, which includes:

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- 1.4.1.1. An attestation section that all parties must complete stating that the information contained in the application is true and accurate, and provisions for reimbursement of benefits if information is not true and accurate.
- 1.4.1.2. A statement notifying the Applicant that:
 - 1.4.1.2.1. The CCWAP benefit will not cover the entire cost of the Applicant's child care tuition, and it is the responsibility of the Applicant to pay child care tuition in accordance with the agreement between the Applicant and their child care provider.
 - 1.4.1.2.2. Benefit payments will be made directly to the certified child care center via an agreed upon method.
 - 1.4.1.2.3. There is a requirement to provide notification within two (2) business days of any changes which could impact eligibility, including, but not limited to changes in employment status, child care status, employment status, residency status and household income status.
 - 1.4.1.2.4. The Applicant is required to provide CCWAP benefit reimbursement in the event of error, inaccurate information, or fraud.
 - 1.4.1.2.5. The Applicant may be eligible for CCWAP benefit reimbursement for CCWAP expenses incurred as of January 1, 2025, pending eligibility determination funding availability.
 - 1.4.1.2.6. The Applicant has 15 business days to appeal the determination and request a fair hearing through the DHHS Administrative Appeals Unit, in accordance with New Hampshire RSA 126-A:5 and Department regulations.
- 1.4.2. If application is incomplete, the Contractor must send Applicant a "Notice of Incomplete Application," within 8 business days of receipt of application, notifying the Applicant they have 15 business days from the date of the letter to provide required documentation to make the application complete.
- 1.4.3. Making eligibility determinations within fifteen (15) business days from receipt of completed application.
 - 1.4.3.1. Ensure the recipient has been determined ineligible for the CCSP.

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1.4.3.2. Provide notification of the eligibility determination to the Applicant within fifteen (15) business days of eligibility determination, on a letter provided by the selected Vendor. The eligibility determination letter, must include the following information:

1.4.3.2.1. If it is determined that the Applicant is deemed eligible for Child Care Workforce Assistance Project benefit, the letter must include:

1.4.3.2.1.1. The specific amount of funding for which the Applicant is eligible.

1.4.3.2.1.2. The reasons why the Applicant is eligible for Child Care Workforce Assistance Project benefit.

1.4.3.2.1.3. A statement requiring the Applicant to provide immediate notification of any changes which could impact eligibility, including, but not limited to child care enrollment, employment and residency status.

1.4.3.2.1.4. The frequency, and the duration the Applicant will receive child care workforce assistance benefit.

1.4.3.2.1.5. A start date for when child care workforce assistance benefit will commence.

1.4.3.2.1.6. A clear statement that the Child Care Workforce Assistance Project benefit payments will be made directly to certified child care providers.

1.4.3.2.1.7. A clear statement notifying the Applicant that the Child Care Workforce Assistance Project benefit will not cover the entire cost of the Applicant's child care tuition. It is the responsibility of the Applicant to make child care tuition payments in accordance with the agreement between the Applicant and the child care provider.

1.4.3.2.2. If it is determined that the Applicant is deemed not eligible for categorical eligibility for Child Care

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Workforce Assistance Project benefit, the letter must:

- 1.4.3.2.2.1. Identify and specify the reasons the Applicant is not eligible.
- 1.4.3.2.2.2. Clearly state that nothing shall prevent an Applicant from reapplying for the Child Care Workforce Assistance Project.
- 1.4.3.2.2.3. Notify each Applicant of their right to appeal the determination and request a fair hearing through the DHHS Administrative Appeals Unit, in accordance with New Hampshire RSA 126-A:5 and Department regulations.
- 1.4.3.2.2.4. Provide the Applicant with the following information:
 - 1.4.3.2.2.4.1. Instructions on how to file an appeal.
 - 1.4.3.2.2.4.2. Explanation of the appeal process.
 - 1.4.3.2.2.4.3. Contact information, including an email address, telephone number and mailing address for filing an appeal with the Department.
 - 1.4.3.2.2.4.4. Information for additional local, state and federal resources that could assist the Applicant in obtaining access to child care scholarships.

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- 1.4.4. Calculating qualifying households with child care benefit in the same amount as the CCSP available according to the most current market rate survey for family size, child age, type of program and service level. See NH Connections at: <https://www.nh-connections.org/families/child-care-scholarship>, and reduced by the household's cost share, which is equal to seven percent (7%) of family income.
- 1.4.5. Disbursing monthly CCWAP benefit payments directly to the certified child care centers via a method approved by the Department, to certified child care center within 15 calendar days from the date the Applicant is notified of eligibility determination. The Contractor must invoice on behalf of the Applicant at the beginning of each month following the eligibility determination. The Contractor:
 - 1.4.5.1. Must ensure all relevant tax information will also be securely collected.
 - 1.4.5.2. Work with the Department to verify eligibility and certification of certified child care centers, prior to distribution CCWAP benefit.
 - 1.4.5.3. May modify or discontinue CCWAP benefit if any changes to status would result in an change to eligibility determination or status.
 - 1.4.5.4. Must ensure a process for CCWAP benefit reimbursement from the Applicant in the event of error, inaccurate information, or fraud.
 - 1.4.5.5. May reimburse qualified Applicants for CCWAP expense incurred as of January 1, 2025.
- 1.5. The Contractor must:
 - 1.5.1. Provide technical assistance to certified child care centers and Applicants.
 - 1.5.2. Ensure the availability of virtual office hours, which include non-regular business hours for certified child care centers and Applicants.
 - 1.5.3. Conduct virtual monthly meetings to inform stakeholders regarding activities under this Agreement, which include dedicated question and answer meeting time. The Contractor must provide the Department with:
 - 1.5.3.1. Summary of efforts made to promote the meeting.
 - 1.5.3.2. A record of those in attendance, with their location and identify if they are CCWAP benefit recipient or a child care center.
 - 1.5.3.3. Meeting minutes from each meeting.
- 1.6. The Contractor must conduct a Department approved statewide public awareness campaign targeted to New Hampshire child care professionals

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employed at a certified child care center. The public awareness campaign must include, but is not limited to:

- 1.6.1. Collaborative partnerships to deliver an effective and highly targeted public awareness campaign.
- 1.6.2. An email to New Hampshire child care certified child care centers currently enrolled in the NH CCSP.
- 1.6.3. A landing page on NH Connections (<https://www.nh-connections.org/>).
- 1.6.4. A frequently asked questions (FAQ) document.
- 1.6.5. A public awareness campaign brochure/flyer.
- 1.7. The Contractor must participate in a kickoff meeting with the Department within (3) business days from Governor and Executive Council approval of this Agreement.
- 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.9. The Contractor may be required to participate in on-site reviews conducted by the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor may be required to facilitate reviews of files conducted by the Department on a monthly basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.10.1. Review.
 - 1.10.2. Determination.
 - 1.10.3. Discontinuation.
- 1.11. The Contractor must complete the Scope of Work in accordance with the Department approved Work Plan below, Table 1.11.

Table 1.11. Work Plan

Month	Deliverable
January	Application Development and Launch
	Public Awareness Campaign
	Application review/approvals
	Provider Enrollment/Tax form Collections
	Monthly Funding Reports Generation & Submission to Department

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February	FAQ Document Development & Dissemination
	Public Awareness Campaign
	Application review/approvals
	Provider Enrollment/Tax form Collections
	Monthly Funding Reports Generation & Submission to Department
	Virtual Office Hours
	Email Announcements
March	FAQ Document Development & Dissemination
	Public Awareness Campaign
	Application review/approvals
	Provider Enrollment/Tax form Collections
	Monthly Funding Reports Generation & Submission to Department
	Virtual Office Hours
	Email Announcements
	Outreach to CCSP Providers
	Individual TA Available
Final Report Development with Department	
April	FAQ Document Development & Dissemination
	Public Awareness Campaign
	Application review/approvals
	Provider Enrollment/Tax form Collections
	Monthly Funding Reports Generation & Submission to Department
	Virtual Office Hours
	Email Announcements
	Outreach to CCSP Providers
	Individual TA Available
Final Report Development with Department	

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May	FAQ Document Development & Dissemination
	Public Awareness Campaign
	Application review/approvals
	Provider Enrollment/Tax form Collections
	Monthly Funding Reports Generation & Submission to Department
	Virtual Office Hours
	Individual TA Available
June	Develop and Deploy Survey to Providers
	Develop and provide Final Budget Report
	Generate and Submit final Report to Department

1.12. Reporting

1.12.1. The Contractor must submit weekly reports to the Department which include, but are not limited to:

- 1.12.1.1. Identifying the town/city in which the Applicants reside and work.
- 1.12.1.2. Number of applications received, including the number of children listed in an application.
- 1.12.1.3. Number of applications processed and eligibility determinations made.
- 1.12.1.4. Number of applications deemed ineligible and reasons for ineligibility.
- 1.12.1.5. Names and total number of Certified child care centers that received CCWAP benefit.
- 1.12.1.6. The total amount of CCWAP benefit sent to the total number of Certified child care centers.
- 1.12.1.7. Any barriers to disseminating CCWAP benefits to Certified child care centers, and efforts made to overcome barriers.
- 1.12.1.8. Any barriers to making eligibility determinations, and efforts made to overcome barriers.

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- 1.12.1.9. Number of applications received which were not processed and an explanations why.
- 1.12.1.10. Number of applications in which eligibility was not determined and explanations why.
- 1.12.1.11. Number of applications deemed ineligible which were not processed and explanations why.
- 1.12.1.12. Retention data for children in child care.
- 1.12.1.13. Additional data and metrics in a format specified by the Department, as this is a pilot program and the Department may determine the need for data and metrics beyond what is specified above.
- 1.12.2. A detailed final report of the CCWAP no later than June 30, 2025. The report must include, but is not limited to, the following information:
 - 1.12.2.1. Number of individuals who received CCWAP benefit.
 - 1.12.2.2. Any needed resources or other adjustments to implement the project.
 - 1.12.2.3. Suggested future funding level going forward, should the Project continue beyond June 30, 2025.
 - 1.12.2.4. Any other relevant information regarding the Project.
 - 1.12.2.5. Other data and metrics as specified by the Department.
- 1.12.3. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
 - 1.12.3.1. Final Department approved application due 15 business days from the Effective Date of this Agreement.
 - 1.12.3.2. Marketing and outreach begin 15 business days from the Effective Date of this Agreement.
 - 1.12.3.3. Application goes live 15 business days from the Effective Date of this Agreement.
 - 1.12.3.4. Application review process fully operation 15 business days from the Effective Date of this Agreement.
 - 1.12.3.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.13. Background Checks

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1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.13.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.13.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.14. Confidential Data

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.15. Privacy Impact Assessment

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.15.1.1. How PII is gathered and stored;

1.15.1.2. Who will have access to PII;

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- 1.15.1.3. How PII will be used in the system;
- 1.15.1.4. How individual consent will be achieved and revoked; and
- 1.15.1.5. Privacy practices.
- 1.15.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.16. Department Owned Devices, Systems and Network Usage
 - 1.16.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
 - 1.16.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.16.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.16.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.16.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.16.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.16.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;



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- 1.16.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.16.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.16.1.9. Agree when utilizing the Department's email system:
 - 1.16.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.16.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.16.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.16.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.16.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.16.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 1.16.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

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1.16.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.16.1.12. Contractor agrees to notify the Department a minimum of three (3) business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.17. Contract End-of-Life Transition Services

1.17.1. General Requirements

1.17.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.17.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.17.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track,

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and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.17.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.17.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.17.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.17.2. Completion of Transition Services

1.17.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.17.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.17.3. Disagreement over Transition Services Results

1.17.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the

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Department shall be entitled to initiate actions in accordance with the Agreement.

1.18. Website and Social Media

1.18.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.18.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.18.3. State of New Hampshire's Website Copyright

1.18.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

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3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

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

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- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 3.4. Eligibility Determinations
 - 3.4.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 4. Records
 - 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
 - 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its

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discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
 - 2.2. The Indirect Cost Rate for this Agreement as 0%.

Payment Terms – Administration of the Child Care Workforce Assistance Project

3. Payment for the following deliverables to administer the the Child Care Workforce Assistance Project under this Agreement, as specified in Exhibit B, Scope of Work, shall be made in accordance with the deliverable Table 1 below:

Month	Deliverable	Cost
January	Application Development and Launch	\$ 6,500.00
	Public Awareness Campaign	\$ 4,000.00
	Application review/approvals	\$ 10,000.00
	Provider Enrollment/Tax form Collections	\$ 2,500.00
	Monthly Funding Reports Generation & Submission to Department	\$ 3,000.00
February	FAQ Document Development & Dissemination	\$ 5,000.00
	Public Awareness Campaign	\$ 1,750.00
	Application review/approvals	\$ 8,000.00
	Provider Enrollment/Tax form Collections	\$ 750.00
	Monthly Funding Reports Generation & Submission to Department	\$ 2,000.00
	Virtual Office Hours	\$ 2,000.00
	Email Announcements	\$ 5,000.00
March	FAQ Document Development & Dissemination	\$ 675.00
	Public Awareness Campaign	\$ 1,750.00
	Application review/approvals	\$ 3,000.00

**New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project**

EXHIBIT C

	Provider Enrollment/Tax form Collections	\$ 750.00
	Monthly Funding Reports Generation & Submission to Department	\$ 2,000.00
	Virtual Office Hours	\$ 2,000.00
	Email Announcements	\$ 1,000.00
	Outreach to CCSP Providers	\$ 1,250.00
	Individual TA Available	\$ 1,159.00
	Final Report Development with Department	\$ 2,000.00
April	FAQ Document Development & Dissemination	\$ 675.00
	Public Awareness Campaign	\$ 1,250.00
	Application review/approvals	\$ 3,000.00
	Provider Enrollment/Tax form Collections	\$ 750.00
	Monthly Funding Reports Generation & Submission to Department	\$ 2,000.00
	Virtual Office Hours	\$ 1,250.00
	Email Announcements	\$ 1,000.00
	Outreach to CCSP Providers	\$ 1,250.00
	Individual TA Available	\$ 1,158.00
	Final Report Development with Department	\$ 2,000.00
May	FAQ Document Development & Dissemination	\$ 675.00
	Public Awareness Campaign	\$ 1,250.00
	Application review/approvals	\$ 2,000.00
	Provider Enrollment/Tax form Collections	\$ 750.00
	Monthly Funding Reports Generation & Submission to Department	\$ 2,000.00
	Virtual Office Hours	\$ 1,250.00
	Individual TA Available	\$ 1,158.00
June	Develop and Deploy Survey to Providers	\$ 5,500.00
	Develop and provide Final Budget Report	\$ 1,500.00

**New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project**

EXHIBIT C

	Generate and Submit final Report to Department	\$ 3,500.00
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- 3.1. The Contractor shall submit invoices within twenty (20) days from the date in Table 1 above for payment of accepted Deliverables according to the table.
- 3.2. The Contractor shall ensure invoices are in a format specified by the Department and include detailed information, as follows:
 - 3.2.1. Identification of the completed Deliverable(s);
 - 3.2.2. The Deliverable(s) due date(s);
 - 3.2.3. The Deliverable(s) completion date(s);
 - 3.2.4. The Deliverable(s) acceptance date(s); and
 - 3.2.5. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Payment Terms –Child Care Workforce Assistance Project Benefit Paymnets

- 4. Payment shall be on a cost reimbursement basis for actual payments made to certified child care providers for the Child Care Workforce Assistance Project, in accordance with Exhibit B, Scope of Work, not to exceed \$1,000,000.
 - 4.1. Payments made to a Child Care Center in violation of Senate Bill 404 from the 2024 NH Legislative session, signed into Chapter Law 355, shall not be reimbursed by the Department.
- 5. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment in accordance with Section 7 above.
 - 5.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

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**New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project**

EXHIBIT C

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- 5.5. Is completed, dated and returned to the Department to initiate payment.
 - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bcdhsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Payment Terms Applicable to all services

- 6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
- 7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 9. The Department may recoup payments made under this Agreement, in whole or in part, in the event of an Event of Default that is not timely cured in accordance with Paragraph 8 of the General Provisions.
- 10. Audits
 - 10.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 10.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 10.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative

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**New Hampshire Department of Health and Human Services
Child Care Workforce Assistance Project**

EXHIBIT C

Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 10.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 10.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 10.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Exhibit D

DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

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Exhibit D

DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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Exhibit D

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Date 11/27/2024



New Hampshire Department of Health and Human

Exhibit E

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

- Exhibit E

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New Hampshire Department of Health and Human

Exhibit E

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHSPrivacyOfficer@dhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit E

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Date 11/27/2024



New Hampshire Department of Health and Human

Exhibit E

- security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI.

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Exhibit E

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations ^{used,}

Exhibit E

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New Hampshire Department of Health and Human
Exhibit E

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Pyramid Model Consortium

The State

Name of the Contractor

DocuSigned by:

638C6CEB184A116

Signed by:

28AACE465E1346D

Signature of Authorized Representative

Signature of Authorized Representative

Karen Hebert

Rob Corso

Name of Authorized Representative

Name of Authorized Representative

Division Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

11/27/2024

11/27/2024

Date

Date

Exhibit E

Contractor Initials

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PYRAMID MODEL CONSORTIUM is a Colorado Nonprofit Corporation registered to transact business in New Hampshire on February 02, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 787433

Certificate Number: 0006755300



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 August A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Sherilyn Analla, hereby certify that:

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

1. I am a duly elected Clerk/Secretary/Officer of the Pyramid Model Consortium.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 12, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Pyramid Model Consortium to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 11/27/2024



Signature of Elected Officer
Name: Sherilyn Analla
Title: Treasurer



THE PYRAMID MODEL CONSORTIUM

Supporting Early Childhood PBIS

Vision Statement

We envision equitable and inclusive environments that nurture and promote all infants' and young children's social emotional development and learning through the sustained high-fidelity implementation of the Pyramid Model.

Mission Statement

The Pyramid Model Consortium promotes equity and inclusion through the dissemination, sustainability, scale-up and high-fidelity use of the Pyramid Model for Promoting Social Emotional Competence in Infants and Young Children.

PMC Strategic Priorities

The PMC Strategic Priorities for July 2019 – July 2022 are to:

1. Equity is a critical priority for the Pyramid Model. Equity should be explicitly infused in all of the strategic priorities 2- 8.
2. Provide effective training and technical assistance that support the high-fidelity implementation and sustainability of the Pyramid Model that results in children's social emotional growth and the reduction of children's challenging behavior. This includes utilizing certified trainers to provide ongoing training and coaching for new generations of Pyramid Model implementers.
3. Assist in guiding the development of community, tribal nations, state and national systems and structures (e.g. State Leadership Teams) that result in the implementation, scale-up and maintenance of high fidelity use of the Pyramid Model.
4. Establish and maintain ongoing evaluation systems for all major Consortium activities to ensure high quality, effective, and efficient services and resources. This includes engaging in systematic monitoring of the fidelity of the use of the Pyramid Model practices.
5. Develop resources, engage in, and disseminate research findings on effective practices in a form and manner that addresses questions often posed by providers, families and policy makers.
6. Offer up-to-date information on effective practices, systems, and procedures by maintaining and utilizing a variety of electronic and web-based media (e.g. modules, websites, Webinars, e-newsletters).
7. Consider the recruitment and selection of career professionals who make significant contributions to Pyramid Model research, implementation processes and resources for recognition as PMC Faculty to support the vision and mission of the organization.
8. Implement effective, efficient, and nimble legal, managerial, fiscal and personnel/contractual policies and procedures.

PYRAMID MODEL CONSORTIUM

Financial Statements and Report of
Independent Certified Public Accountants

As of December 31, 2021



**Haynie &
Company**

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Statement of Activities	4
Statement of Cash Flows	5
Statement of Functional Expenses	6
Notes to Financial Statements	7



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Littleton, CO 80120

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📠 303-795-3356

🌐 www.HaynieCPAs.com

Report of Independent Certified Public Accountants

Board of Directors
Pyramid Model Consortium

Opinion

We have audited the accompanying financial statements of Pyramid Model Consortium (a public benefit corporation) (the "Organization"), which comprise the statement of financial position as of December 31, 2021, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pyramid Model Consortium as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Pyramid Model Consortium and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pyramid Model Consortium's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Pyramid Model Consortium's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Pyramid Model Consortium's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Haynie & Company

Littleton, Colorado
March 18, 2022

Pyramid Model Consortium
Statement of Financial Position
December 31, 2021

	2021
Assets	
Current Assets:	
Cash and cash equivalents	\$ 1,441,927
Investments	1,283,866
Accounts receivable	683,637
Prepaid expense	23,213
Total Current Assets	3,432,643
Property and equipment	
Furniture and equipment	1,178
Accumulated depreciation	(1,178)
Total Property and equipment	-
Total Assets	\$ 3,432,643
Liabilities and Net Assets	
Current Liabilities:	
Accounts payable	\$ 90,388
Deferred revenue	198,275
Total Liabilities	288,663
Net assets:	
Net assets without donor restrictions	3,143,980
Total Net Assets	3,143,980
Total Liabilities and Net Assets	\$ 3,432,643

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

Pyramid Model Consortium
Statement of Activities
For the Year Ended December 31, 2021

	2021
Support and Revenue:	
Consulting	\$ 2,470,592
Donations	12,554
Materials	1,032,294
Sales	57,736
Training	63,457
Travel	5,471
Total support and revenue	3,642,104
Expenses:	
Program Services	2,175,383
Supporting services -	
General and Administration	219,199
Total Supporting Services	219,199
Total Expenses	2,394,582
Other Income (Expenses):	
Interest	11,321
Dividends	5,717
Unrealized loss	(7,725)
Charitable contributions	(250)
Total Other Income (Expenses)	9,063
Change in Net Assets	1,256,584
Net Assets without donor restrictions - Beginning of Year	1,887,396
Net Assets without donor restrictions - End of Year	\$ 3,143,980

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

Pyramid Model Consortium
Statement of Cash Flows
For the Year Ended December 31, 2021

	2021
Cash flows from operating activities	
Changes in net assets	\$ 1,256,584
Adjustments to reconcile changes in net assets to net cash provided by operating activities:	
Unrealized (gain) loss in related interest	
Net changes in:	
Accounts receivable	15,171
Prepaid expenses	(23,213)
Accounts payable	(48,038)
Deferred revenue	198,275
Net cash from operating activities	1,398,778
Cash Flows from investing activities	
Purchase of investments	(759,313)
Net cash from investing activities	(759,313)
Net increase in Cash	639,465
Cash balance—beginning of year	802,462
Cash balance—end of year	\$ 1,441,927

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

**Pyramid Model Consortium
Statements of Functional Expenses
For the Year Ended December 31, 2021**

	<u>Program Services</u>	<u>Supporting Services General and Administration</u>	<u>Total 2021</u>
Accounting services	\$ -	\$ 10,501	\$ 10,501
Bank fees	76	1,610	1,686
Business licenses and permits	-	170	170
Computer and internet	26	4,689	4,714
Dues and subscriptions	-	500	500
Executive office	-	170,581	170,581
Travels	19,250	6,658	25,908
Insurance	1,490	2,347	3,837
Legal	-	7,245	7,245
Marketing	-	1,389	1,389
Materials	246,000	-	246,000
Meals and entertainment	-	42	42
Office supplies	-	60	60
Postage and delivery	-	152	152
Other professional fees	-	3,118	3,118
Training	1,908,541	-	1,908,541
Website	-	10,138	10,138
Total Expenses	\$ 2,175,383	\$ 219,199	\$ 2,394,582

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

Pyramid Model Consortium

Notes to Financial Statements

December 31, 2021

1. Organization

Pyramid Model Consortium (the "Organization") was established in 2014 as a public benefit corporation, to promote equity and inclusion through the dissemination, sustainability, scale-up and high fidelity use of the Pyramid Model for supporting social emotional competence in infants and young children. Activities include implementation and sustainability of the Pyramid Model, training and technical assistance, guiding the development of communities, evaluation systems, develop resources, engage in and disseminate research findings on effective practices, offer up-to-date information on systems and procedures.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared in accordance with United States Generally Accepted Accounting Principles (GAAP).

Method of Accounting

The Organization's records are maintained on the accrual basis of accounting, which means that income is recognized as it is earned, and expenses are recognized as they are incurred.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents include all cash on hand and demand deposits. The Organization considers all highly liquid investments, except those restricted for endowment, with an original maturity of three months or less to be cash equivalents.

Investments

The Organization adopted the provisions of FASB ASC 820 "Fair Value Measurements and Disclosures" which defines fair value, provides a framework for measuring fair value and outlines required disclosures regarding fair value. ACS 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date under current market conditions.

Pyramid Model Consortium

Notes to Financial Statements (continued)

December 31, 2021

2. Summary of Significant Accounting Policies (continued)

In determining fair value, the Organization uses various valuation approaches. These provisions establish a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Organization. Unobservable inputs reflect the Organization's assumptions about the inputs market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on the inputs as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 – Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The availability of valuation techniques and observable inputs can vary from security to security and is affected by a wide variety of factors including, the type of security, whether the security is new and not yet established in the marketplace, and other characteristics particular to the transaction. To the extent that a valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Those estimated values do not necessarily represent the amounts that may be ultimately realized due to the occurrence of future circumstances that cannot be reasonably determined. Because of the inherent uncertainty of valuation, those estimated values may be materially higher or lower than the values that would have been used had a ready market for the securities existed. Accordingly, the degree of judgment exercised by the Organization in determining fair value is greatest for securities categorized in Level 3. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes, the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement.

Pyramid Model Consortium
Notes to Financial Statements (continued)
December 31, 2021

2. Summary of Significant Accounting Policies (continued)

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, the Organization's own assumptions are set to reflect those that market participants would use in pricing the asset or liability at the measurement date. The Organization uses prices and inputs that are current as of the measurement date, including periods of market dislocation. In periods of market dislocation, the observability of prices and inputs may be reduced for many securities. This condition could cause a security to be reclassified to a lower level within the fair value hierarchy.

The Organization's investments are generally included in Levels 1 and 2 of the fair value hierarchy as determined by quoted market priced on a national securities exchange. The following are the types of investments that the Organization held as of December 31, 2021:

	2021
Level 1	
Money Market account	\$ 747,992
Total Level 1	747,992
Level 2	
Certificates of Deposit	535,874
Total Level 2	535,874
Total Investments	\$ 1,283,866

Investments and certain cash and cash equivalents are held by a brokerage firm and managed by an investment advisor in accordance with the terms of an investment advisory agreement.

Purchases and sales of marketable securities are recorded on a trade date basis. Realized gains and losses on marketable securities are determined on a specific identification basis. Dividend income is recorded on the ex-dividend date and interest income is recorded on the accrual basis. Investment income is recognized when earned.

Accounts Receivable

Accounts receivable consist of accrued consulting and training services and sales of materials, generally due 30 to 60 days from the date which the service or sale is performed. Management expects all receivables will be fully collectible; accordingly, there is no allowance for uncollectible receivables.

Pyramid Model Consortium
Notes to Financial Statements (continued)
December 31, 2021

2. Summary of Significant Accounting Policies (continued)

Property and Equipment

Purchased equipment are recorded at cost. Depreciation is computed on the straight-line method over estimated useful lives of between one and five years. Repairs and maintenance are charged to expense as incurred. All fixed assets were fully depreciated as of December 31, 2021.

Revenue Recognition

Revenue is recognized when the underlying performance obligation has been fulfilled. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively. Contributions are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and general and administration categories. Such allocations are determined by management on an equitable basis. The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Labor and Executive Office	Time and effort
Materials	Time and effort
Professional Services	Time and effort
Administrative and General	Time and effort

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). The new standard establishes a right-of-use ("ROU") model that requires a lessee to record an ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. The Organization is assessing the impacts of this standard on financial report.

Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2021. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Organization is currently evaluating the impact of the pending adoption of this new standard on its financial statements.

Pyramid Model Consortium
Notes to Financial Statements (continued)
December 31, 2021

2. Summary of Significant Accounting Policies (continued)

Concentration of Credit Risk

Financial instruments that potentially subject the Organization to a concentration of credit risk, consist of cash and cash equivalents. The Organization places its cash deposits with quality financial institutions to limit its credit exposure. Cash amounts are insured by the Federal Deposit Insurance Corporation ("FDIC"). Investment and cash amounts are insured by the Securities Investor Protection Corporation ("SIPC"). Amounts insured by SIPC are up to \$500,000 (with a limit of \$250,000 for cash). At times during the year, the Organization maintains cash balances in excess of the FDIC insurance limits. Management believes the risk in these situations to be minimal.

At year end, December 31, 2021, the Organization had cash and cash equivalents with a carrying value of \$2,154,215, of which \$500,000 was fully insured by the FDIC limits.

Use of Estimates

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

Tax Exempt Status

Pyramid Model Consortium is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities. During 2021, the Organization had no unrelated business activities and believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization's federal tax returns (Form 990) for 2021 are subject to examination by the IRS, generally for three years after the returns are filed.

Subsequent Events

The Organization evaluated all events or transactions that occurred after December 31, 2021 through March 18, 2022, the date the financial statements were available to be issued. During this period, the Organization was not aware of any material recognizable subsequent events other than the below.

Pyramid Model Consortium
Notes to Financial Statements (continued)
December 31, 2021

3. Availability and Liquidity

The following represents Pyramid Model Consortium' financial assets at December 31, 2021:

	2021
Financial assets at period end:	
Cash & Investments	\$ 2,685,356
Accounts receivable	683,637
Total financial assets	3,368,993
Financial assets available to meet general expenditures over the next twelve months	\$ 3,368,993

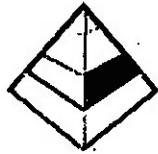
4. Accounts Receivable

Accounts receivable consists of uncollateralized amounts due to the Organization for services provided and contractual amounts due at year-end. Management has reviewed the collectability of the accounts receivable, and no allowance for doubtful accounts has been established at December 31, 2021.

Approximately 65% of gross accounts receivable at December 31, 2021 were from the Organization's five largest customers. Of these customers, two have individual receivable balances between 10% and 35% of gross accounts receivable at December 31, 2021.

5. Deferred Income

On December 2021, the Organization enters into a contract with a customer to held a conference in March 2022. The conference is a single performance obligation that the Organization will satisfy at a specific time. The Organization will recognize the balance as revenue when the conference is held.



THE PYRAMID MODEL CONSORTIUM

Supporting Early Childhood PBIS

Board of Directors 2024

Name	Office Title
Calvin Moore	President
Shannon Rudisill	Vice President
Sherilyn Marie Analla	Treasurer
Tionia Williams	Secretary
Donna Spiker	Member at Large
Yvette Sanchez Fuentes	Member at Large
Iheoma Iruka	Member at Large

Sarah D. Henry, M.Ed.

Skills

- | | |
|---|---|
| <ul style="list-style-type: none">▪ Teaching & Training▪ Adult Education▪ Curriculum Development▪ Lesson Planning▪ Learning Management Systems▪ Strategic Planning | <ul style="list-style-type: none">▪ Needs Assessing▪ Coaching▪ Adult Learning Theory▪ Budget Management▪ Grant Writing & Reporting▪ Student Engagement |
|---|---|
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Work Experience

Project Lead, Pyramid Model Consortium (PMC)/NH DHHS ▪

Granite Steps for Quality Capacity Building Contract ▪ August 2023 – October 2024
Contractor for PMC to build/oversee all content and systems building, piloting, purchasing, budgeting, including hiring and training coaches for federally funded (ARPA) contract through NH DHHS-Bureau of Child Development and Head Start Collaboration (BCDHSC).

Project Director, UNH/NH DHHS ▪ Preschool Development Grant ▪ May 2019 – August 2023

Make recommendations to DHHS-BCDHSC to enhance early childhood systems in NH including rewriting the QRIS and CCDF funded contracts, endorsing K transition and assessment, promoting coaching and other data-driven decisions, facilitating work groups, task forces, and internal meetings, and publishing reports to support conducted research and grant outcomes.

Director, NHTI ▪ Child & Family Development Center Lab School ▪ Oct. 2016 – April 2019

Supervise staff of 20, oversee day to day operations of facilities, schedule, staffing, and budget, maintain NAEYC Accreditation and NH Child Care Licensing Rules. Support curriculum and classroom management/behavior, conduct staff trainings, carry out leadership team meetings, interview, hire, and train staff, and oversee 25-50 student interns.

Coach, Belknap-Merrimack Head Start, April 2016 – Oct. 2016

Practice-based coach for 16 Early Head Start teachers to support quality interactions, teaching practices, environmental set-up, behavior strategies, etc. to support the diverse needs of children in their care.

Child & Family Studies Department Staff, NHTI ▪ Multiple Roles ▪ Oct. 2011 – Sept. 2016

- Professor of Early Childhood Education
- Program Coordinator of EYCD Program
- Practicum Supervisor and Coordinator of EYCD Program
- Grant Project Manager – “Creating Engaging, Accessible, and Quality Online Classes in Early Childhood Education”
- Advisor for Child and Family Studies Department
- Student Club Advisor (Student Early Childhood Association – SECA)

Project Manager, UNH ▪ Preparing Excellent Teachers Project ▪ July 2007 – Sept 2011

- Interim Project Director ▪ July 2009 – January 2010

Oversee grant activities such as recruitment of 40 early childhood special educators, program advisory meetings, evidence-based practice seminars, mentorships, and development of evaluation tools. During interim, ran advisory meetings, advised Master's students, and became grant contact.

Early Intervention Home Visitor, Easter Seals ▪ ESS ▪ May 2006 – Aug 2008

Work in home and natural settings with children and their families as a child development specialist/special educator to carry out developmental therapy approaches, parenting suggestions, evaluations, family support, and transitions in Region VII of New Hampshire for children birth-3 years.

Education

University of New Hampshire ▪ Education Department ▪ Durham, NH

- Master of Education in Early Childhood – Special Needs Option, May 2006
- Graduate Certificate in Leadership in Children's Health and Disabilities

University of New Hampshire ▪ School of Health and Human Services ▪ Durham, NH

- Bachelor of Science in Communication Sciences and Disorders, May 2003
 - Summa Cum Laude, Double Minor: English and Psychology
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Certificates/Licenses/Credentials/Publications

- NH Early Childhood Development Professional System ▪ Professional Development Specialist
Credential: Faculty, Coach, Mentor, Trainer, Consultant & Infant-Toddler Specialist (Current)
- NH Department of Education: Bureau of Credentialing
NH Early Childhood Special Education Teacher Certification (May 2006 – in process)
- Desired Results Developmental Profile (DRDP) Assessment Tool Master Trainer
- Pyramid Model – TPOT/TPITOS Reliable
- Pyramid Model –Practice-Based Coach Certified
- Environment Rating Scales (ERS) – Reliable
- CPR/First Aid/AED Certified
- https://mypages.unh.edu/sites/default/files/pdg/files/nh_b-5_needs_assessment_pdg.pdf
- <https://padlet.com/sarahhenry14/4cfy3uczgs9dbfr9/wish/2218822269>

Emma Salerni

EARLY CHILDHOOD CONSULTANT

Motivated and passionate early childhood consultant seeking early childhood system development position in the State of New Hampshire.

SKILLS

Early Childhood System
Development
QRIS Development

Collaboration
Group facilitation

Self-Motivation
Exceptional organizational skills

PROFESSIONAL EXPERIENCE

Project Coordinator: Granite Steps for Quality Capacity Building Contract July 2023 - September 2024

Coordinate ARPA-D Contract with Vendors: Pyramid Model Consortium, Keene State College: BHII, Bureau of Child Development and Head Start Collaboration, co-manage multiple pilot programs in NH including; Mixed Delivery, Tuition Assistance, Credentialing, ERS assessment and coaching, and QRIS development and system building, meet deliverables and produce quarterly reports, manage meetings with contract and community partners

Research Associate: Preschool Development Grant 2020 - 2023

Coordinate Preschool Development Grant deliverables within Bureau of Child Development and Head Start Collaboration surrounding NH's QRIS development, coordinate with BCDHSC GSQ Manager with contracted agencies to build NH Coaching and Assessment System, facilitate GSQ Advisory Council and assist in GSQ Guidebook development, complete reporting requirements within PDG and collaborate with outside agencies

The Moore Center: Early Intervention Specialist 2017-2020

Manage a caseload of 25-30 children and families on a weekly, bi-weekly, and monthly basis, collaborate and assist in referrals to clinics and school districts, coach childcare teachers and directors, facilitate communication with medical professionals, and determine child service eligibility using HELP evaluation tool

EDUCATION

Bachelors Early Childhood Education

Majors: Early Intervention & Child and Family Welfare
Plymouth State University

Associates: Early Childhood Education for Young Children with Disabilities
NHTI

CERTIFICATIONS AND ACHIEVEMENTS

- Evaluation tools reliability: IDA/ HELP, TPOT, TPITOS
- Certified Trainer: Bringing the Protective Factors to Life
- Autism Certification
- PRAXIS Core Exam
- Early Intervention Specialist- Part C State of New Hampshire (expired)

Credential:

- Early Childhood Administrator Level 1 Credential
- Early Childhood Master Professional: Workshop Trainer, Individual Mentor, Program Consultant
- Early Childhood Infant Toddler Specialist

Heidi Woodward Hammell

Education

Colby Sawyer College, BA: Art Education, Graduated 1996 Magna Cum Laude

Goal

My goal is to use my strengths of organization and attention to detail, along with my experience in administrative work and early childhood, to support the systems that support educators and young children.

Skill Set

- | | |
|--|--|
| * Self Directed | * Attention to detail |
| * Efficient | * Conscientious |
| * Intuitive | * Organized |
| * Reliable | * Flexible |
| * Team oriented | * Independent |
| * Proficient in managing multiple projects at once | * Willing to learn new things |
| * Effective communicator both written and verbal | * Professional |
| * Time management | * Problem solver |
| * Patient | * Empathetic |
| * General knowledge of Pyramid Model | * General knowledge of Env. Rating Scale |

Professional Summary

Reliable, efficient, creative multi-tasker who has spent 25+ years working with young children and the public in various capacities, managing complex projects, supporting clients, and successfully completing daily tasks with attention to detail and professionalism. Successfully maintains various documents, spreadsheets, and files to organize information for a multitude of projects, data collection, outreach, and weekly communications. Excels at collaborating to provide support for administrative team, colleagues, and clients. Brings dedication, kindness, and positive energy to all tasks.

Professional Experience

Project Assistant for Granite Steps for Quality Capacity Building Contract (ARPA Funded Contract) June 2023-September 2024

This position had me managing the many projects associated with building the capacity of New Hampshire's Quality Rating Improvement System (QRIS) including:

- Managing invoices and contracts
- Creating spreadsheets to track and organize the various projects through to completion
- Organizing a system to incentivize new credential recipients and handling weekly payments
- Build out of Environment Rating Scale to mirror the more established Pyramid Model Pathway
- Virtually collaborating with organizations within the state and across the country
- Regularly communicating with evaluators and supervisors
- Managing the data, invoicing, and details of multiple pilot projects
- Tracking the budget on a daily basis to be sure we stayed on track to spend all funds

**Administrative Assistant at the Mettawee Community School: PreK-6
2016-2023**

The strengths that were brought to this position were pairing my knowledge of child development with understanding the importance of efficiency, confidentiality, accuracy and the ability to multitask.

- Effectively communicated with students, colleagues, supervisors, and the larger school community
- Established relationships to improve trust and moral
- Collaborated with colleagues and community members
- Organized large community-wide events
- Created, shared, and managed files and spreadsheets
- Completed daily tasks with flexibility and efficiency

**Owner and operator of Dry Brook Studio - Artist, Art Teacher, and Certified Zentangle® Teacher
2004-2016**

My organization skills, background in child development, and the relationships I fostered in my community were key in being a successful art teacher for a variety of ages.

- Collage artists showing in galleries and working by commission
- Prepared and taught a variety of enriching art classes for children of all ages and adults
- Facilitated Zentangle® workshops as a Certified Zentangle® Teacher

**Children's Program Facilitator
2004-2016**

Planned and facilitated a variety of programs for young children, 0-5, in public elementary school spaces, in other municipal buildings such as libraries and community centers,, and privately by appointment.

- Worked collaboratively with child care centers and public elementary schools as the first line in identifying potential developmental delays and making recommendations for early intervention supports.
- Met monthly with supervisor and colleagues to train, brainstorm and network.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Pyramid Model Consortium

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Sarah Henry	Project Director	\$33,696.00	\$33,696.00
Emma Salerni	Project Coordinator	\$27,456.00	\$27,456.00
Heidi Hammell	Project Assistant	\$19,200.00	\$19,200.00