

Director

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

MTT 56

129 PLEASANT STREET, CONCORD, NH 03301 603-271-4451 1-800-852-3345 Ext. 4451 FAX: 603-626-2983 TDD Access: 1-800-735-2964

October 10, 2013

Her Excellency, Governor Margaret Wood Hassan And the Honorable Council State House Concord, New Hampshire 03301

#### **REQUESTED ACTION**

100% Tederal final

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Southern New Hampshire Services, Inc., (Vendor #177189), 40 Pine Street, Manchester, NH 03103, to conduct Child Care Resource and Referral services in the Berlin, Littleton, Conway, Rochester, Seacoast and Southern catchment areas by adjusting certain budget line items for State Fiscal Year 2014 in order meet specific needs. The Governor and Executive Council approved the original agreement on May 15, 2013, (Item # 40).

Funds to support this request are available in the following account in State Fiscal Year 2014 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

## 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

Class/Object	Title	Catchment	<b>Activity Code</b>	SFY 2014	SFY 2015	Total
		Area				
102-500731	Social Services Contracts	Berlin/Littleton	40035201	\$101,815	\$101,815	\$203,630
102-500731	Social Services Contracts	Conway	40035201	57,655	57,655	115,310
102-500731	Social Services Contracts	Rochester	40035201	124,610	124,610	249,220
102-500731	Social Services Contracts	Seacoast	40035201	58,251	58,251	116,502
102-500731	Social Services Contracts	Southern	40035201	149,123	149,123	298,246
			Total	\$491,454	\$491,454	\$982,908

Her Excellency, Governor Margaret Wood Hassan And the Honorable Council October 10, 2013

#### **EXPLANATION**

Southern New Hampshire Services has established a Berlin/Littleton area office in accordance with the contract requirements. Costs associated with startup operations have resulted in a request from the vendor to increase the budget line items of travel, supplies, equipment and telephone with a commensurate reduction in the budget line items of salaries and benefits. The funds are available from the salary and benefits line items due to an unexpected delay in hiring staff for the Berlin location. The Department supports the requested adjustments. The Department is also requesting that language be added to the existing contract that would permit adjustment of amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

There are no additional funds being requested in this amendment. Other than the adjustments outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on May 15, 2013, (Item # 40).

These Federal funds support preventive child care services and the scholarship child care payment system. A requirement of this funding is that it be used to increase the availability, accessibility, and quality of child care programs throughout the State. This is accomplished through numerous activities including the provision of child care resource and referral services for consumers and providers.

Child care resource and referral services are provided statewide by Division for Children, Youth and Families catchment area. Services include high quality referrals and consumer education for parties seeking matches with child care providers, and providing current and aspiring child care providers with technical assistance in the areas of licensing, best practice, and accreditation. The services also provide the Department, local and national organizations, agencies, policy makers, public officials, businesses, and community members with accurate data and information related to Early Childcare Education issues.

This contract was awarded as the result of a competitive bid process. On September 4, 2012 and again on December 21, 2012, the Division issued a Request for Proposal for Child Care Resource and Referral programs to serve the ten (10) District Office catchment areas in the State of New Hampshire.

Southern New Hampshire Services was one (1) of the four (4) agencies selected in the competitive bid process.

Should the Governor and Executive Council not approve this request, the availability, accessibility, and quality of child care programs would significantly decrease in the communities served in the Berlin catchment area. Further, federal sanctions could result in the reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some families in the Berlin catchment area to find child care that will help them continue working.

Area Served: Berlin/Littleton

Source of Funds: 100% Federal

Her Excellency, Governor Margaret Wood Hassan And the Honorable Council September 27, 2013

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

Respectfully submitted,

Maggie Bishop

Director

Approved by:

Nicholas A. Toumpas

Commissioner



### Amendment #1 to the Southern New Hampshire Services, Inc. contract for Child Care Resource and Referral Services

# State of New Hampshire Department of Health and Human Services Amendment #1 to the Child Care Resource and Referral Services Contract

This first Amendment to the Child Care Resource and Referral Services contract (hereinafter referred to as "Amendment #1") dated this 2<sup>nd</sup> day of September, 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a Nonprofit Corporation with a place of business at 40 Pine St., Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire;

WHEREAS the State and the Contractor have agreed to amend the State Fiscal Year 2014 budget and Exhibit B of the contract:

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

#### To amend as follows:

- Remove Exhibit B-2-a1, SFY 2014 Berlin/Littleton District Office Budget and replace it with Exhibit B-2-a1- Amendment 1.
- Exhibit B, Method, Schedule, and Conditions Precedent to payment, to add:
  - 2.6 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

Contractor Initials

Date 10-4-15

CA/DHHS/100213
Amendment #1 to the Southern NH Services, Inc Contract for Child Care Resource and Referral Services



## Amendment #1 to the Southern New Hampshire Services, Inc. contract for Child Care Resource and Referral Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

Date 10/15/13

Nicholas A. Toumpas

Commissioner

State of New Hampshire

Date 13

Southern New Hampshire Services, Inc.

Department of Health and Human Services

Gale F. Hennessy Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on October 4, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane P. Erikson, Notary Public

P. ERIKS OF MISSION EXEST OF MISSION EXE

Contractor Initials

Date 10 - 1/2



# Amendment #1 to the Southern New Hampshire Services, Inc. contract for Child Care Resource and Referral Services

The preceding Amendment, having been review execution.	ved by this office, is approved as to form, substance, and
	OFFICE OF THE ATTORNEY GENERAL
<u>N Oct 2013</u> Date	Name: Veanne P. Herrick Title: Aton
I hereby certify that the foregoing Amendment we the State of New Hampshire at the Meeting on:	vas approved by the Governor and Executive Council of (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name:
Date	Title:

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

Bidder/Program Name: Southern New Hampshire Services

Budget for: SFY 2014 Berlin/Littleton Office Site

Budget Period: \_\_July 1, 2013 - June 30, 2014

		Direct	Indirect	To	otal State	Bidder	Total	Allocation Method fo
Line Item	In	cremental	Fixed		Costs	Match	Costs	Indirect/Fixe Cost
Total Salary/Wages	\$	49,667	1 1,100	\$	49,667	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$ 49,667	
2. Employee Benefits	\$	15,755		\$	15,755		\$ 15,755	
3. Consultants	\$	2,500		\$	2,500		\$ 2,500	
4. Equipment:				Ť	,		· -,	
Rental								
Repair and Maintenance								
Purchase/Depreciation	\$	3,378		\$	3,378		\$ 3,378	
5. Supplies:							·	
Educational								
Lab								
Pharmacy								
Medical								
Office	\$	2,600		\$	2,600		\$ 2,600	
6. Travel	\$	7,500		\$	7,500		\$ 7,500	
7. Occupancy	\$	6,000		\$	6,000		\$ 6,000	
8. Current Expenses								
Telephone	\$	2,200		\$	2,200		\$ 2,200	
Postage	\$	752		\$	752		\$ 752	
Subscriptions								
Audit and Legal								
Insurance								
Board Expenses								
9. Software								
10. Marketing/Communications								
11. Staff Education and Training	\$	2,500		\$	2,500		\$ 2,500	
12. Subcontracts/Agreements								
13. Other (Membership Fees):	\$	300		\$	300		\$ 300	
Indirect Cost			\$8,663	\$	8,663		\$8,663	
TOTAL	\$	93,152	\$8,663	\$	101,815		\$101,815	

**Indirect As A Percent of Direct** 

9.3%

Contractor Initials

Date\_

Amendment #1 to Exhibit B-2-a-1 of the Southern NH Services contract for Childcare Resource and Referral

# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of April A.D. 2013

William M. Gardner Secretary of State

### **CERTIFICATE OF VOTE**

l,Jill McLaughli	n	, do hereby certify that:
(Name of the ele	ected Officer of the Agency; can	not be contract signatory)
1. I am a duly elected Of	fficer of <u>Southern New Hampshir</u> (Agency Name)	
2. The following is a true	copy of a resolution duly adopte	ed at a meeting of the Board of Directors of
the Agency duly held on	: <u>September 30, 2013</u> (Date)	
RESOLVED: That the _	Executive Director (Title of Contract	et Signatory)
execute any and all docu		o the said contract with the State and to estruments, and any amendments, revisions, desirable or appropriate.
3. The forgoing resolution	ns have not been amended or re	evoked, and remain in full force and effect as of
the 4th day of (Date Contract S	October Signed)	, 20 <u>13</u> .
4. <u>Gale F. Henness</u> (Name of Contra	iy is the duly electe act Signatory)	ed <u>Executive Director</u> (Title of Contract Signatory)
of the Agency.		Jin McLaughlin, Secretary
STATE OF NEW HAMP	SHIRE	
County of Hillsborough		
The forgoing instrument	was acknowledged before me th	is <u>4th</u> day of <u>October</u> , 20 <u>13,</u>
By Jill McLaughlin (Name of Electe	d Officer of the Agency)	
		Diane P. Erikson, Notary Public
(NOTARY SEAL)	ONE F. ER	
Commission Expires: <u>J</u>	une 3, 2014  PUBLIV  VUN 03, 20  HAMP	A. P. C.



#### SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Agency for Hillsborough and Rockingham Counties

Mailing Address: P.O. Box 5040, Manchester, NH 03108 40 Pine Street, Manchester, NH 03103 (603) 668-8010 Fax: (603) 645-6734

#### RESOLUTIONS

(Approved by Board of Directors 9/30/13)

Resolved: The Board of Directors of Southern New Hampshire Services, Inc. authorizes Gale F. Hennessy, Executive Director/Chief Executive Officer, Michael O'Shea, Fiscal Officer/Chief Financial Officer, Deborah Gosselin, Chief Operating Officer or, in their absence, Denise Vallancourt, Accounting Manager to sign contracts, checks and other documents on behalf of the Agency with the following:

The State of New Hampshire including the Department of Health and Human Services: Division of Family Assistance for TANF, NHEP, Workplace Success, CSBG, and Homeless Services; Division of Public Health Services for WIC/CSFP; Division for Children, Youth & Families for Child Care Resource and Referral Services; Office of Human Services/Bureau of Homeless and Housing Services for Homeless Programs; Office of Minority Health & Refugee Affairs for Refugee Social Services. The New Hampshire Office of Energy and Planning for the Weatherization Assistance Program, Heating, Repair and Replacement Program, Senior Energy Assistance Services, and the Fuel Assistance Program; the New Hampshire Department of Education for the Child & Adult Care Food Program, Summer Food Service Program, English as a Second Language, Portsmouth Adult Basic Education Program, and Adult Education/College Transitions at Portsmouth; the New Hampshire Department of Resources and Economic Development for the WIA Adult & Dislocated Worker Programs, and OJT National Emergency Grants; the New Hampshire Department of Safety for Interpretation Services for Non-English Speakers and the Deaf and Hard of Hearing at Specified Meetings.

The U.S. Department of Health and Human Services, Administration for Children and Families for Head Start; U.S. Department of Labor/ETA for the YouthBuild Program; Office of Community Services sponsored programs; the Corporation for National and Community Services for RSVP; United States Department of Housing and Urban Development for Housing and Homeless Program.

The United Way of Greater Nashua; Heritage United Way; Monadnock United Way; United Way of the Greater Seacoast; NH Charitable Foundation for the Western Hillsborough County Family Services Program; Community Action Program Belknap/Merrimack Counties, Inc. for the Emergency Food Assistance Program, (TEFAP), the HOME Investment Partnership Program, and the Senior Community Service Employment Program; New Hampshire utility companies for Neighbor Helping Neighbor, Electric Assistance Program (EAP), and NHSaves Home Energy Solution and Home Energy Assistance Programs; National Grid for the KeySpan Energy Delivery Program; City of Manchester; City of Nashua; City of Nashua-Brownfield Fund; New Hampshire Housing Finance Authority; Manchester Housing and Redevelopment Authority; Nashua Housing Authority for housing and community development programs; New Hampshire Community Action Association; and any and all other Federal, State, Local, Public and Private Agencies seeking to provide services consistent with the Mission of Southern New Hampshire Services, Inc. through contractual relationships with Southern New Hampshire Services, Inc.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MANDOMYYY) 1/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement/s)

COTATICATO HOLDER HIT HEL	. 01 0 0 0 0 11						
PRODUCER			CONTACT Karen Shaughnessy				
FLAI/Cross Ins-M	anches		PHONE (AC. No. Ext): (603) 669-3218 FAX (AC. No): (603) 645-4331				
1100 Elm Street			E-MAIL ADDRESS: kshaughnessy@crossagency.com				
			INSURER(S) AFFORDING COVERAGE	NAIC #			
Manchester	NH	03101	MSURERA:Philadelphia Ins Co				
INSURED			INSURER B MEMIC Indemnity Company	11030			
Southern NH Serv	ices		INSURER C :				
P.O. Box 5040			INSURER D:				
			INSURER E :				
Manchester	NH	03108	MSURER F:				
COVERAGES		CERTIFICATE NUMBER:12-13 All	lines REVISION NUMBER:				

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

	ACLUSIONS AND CONDITIONS OF SUCH								
INSR LTR	TYPE OF INSURANCE	ADDL BNSR	SUBR	POLICY_NUMBER	IMM/DDYYYYY	POLICY EXP	LIMIT	\$	
	GENERAL LIABILITY	]					EACH OCCURRENCE	5	1,000,000
	X COMMERCIAL GENERAL LIABILITY				1		DAMAGE TO RENTED PREMISES (Es occurrence)	5	100,000
A	CLAIMS-MADE X OCCUR	l	1	PHPK959421	12/31/2012	12/31/2013	MED EXP (Any one person)	ş	10,000
١	X Employee Benefits		ĺ		1	Ì	PERSONAL & ADV INJURY	\$	1,000,000
	X Professional Liab			}			GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				ĺ	[	PRODUCTS - COMPIOP AGG	\$	2,000,000
	X POUCY PRO-				1			\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ex accident)	\$	1,000,000
A	X ANY AUTO		١.	ł	İ	ļ	BODILY INJURY (Per person)	\$	
. ^	ALL OWNED SCHEDULED AUTOS			PHPK959421	12/31/2012	12/31/2013	BODILY INJURY (Per eccident)	3	
	HIRED ALITOS NON-OWNED					1	PROPERTY DAMAGE (Peraccident)	š	
							Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
A	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION'S			PHUB406269	12/31/2012	12/31/2013		s	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801290			X WC STATU- TORY LINTS OTH-		
• 1	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		(3a.) ME 6 NE	1	!	E.L. EACH ACCIDENT	\$	500,000
J	(Mendatory in NH)			All officers included	12/31/2012	12/31/2013	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
A	Crime			PHPK959421	12/31/2012	12/31/2013	Fidelity		\$250,000
ļ			ì						
_ l									

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, M more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER	CANCELLATION
NH Dept of Health & Human Services	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Div. of Children, Youth & Families 129 Pleasant Street	AUTHORIZED REPRESENTATIVE
Concord, NH 03301-3857	Laura Perrin/JSC Laur Penin

ACORD 25 (2010/05)





Nicholas A. Toumpas Commissioner

> Maggie Bishop Director

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

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

April 4, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301 **G&C** Approved

Date 5-15-13 Item # HO

#### REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into agreements with the following vendors to conduct Child Care Resource and Referral services covering all Division of Human Services catchment areas for an aggregate amount not to exceed \$2,030,000 from July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in State Fiscal Years 2014-2015 upon the availability and continued appropriations in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

Southern New Hampshire Services, Inc. (Vendor #177189)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Berlin/Littleton	40035201	\$101,815	\$101,815	\$203,630
102-500731	Social Services Contracts	Conway	40035201	57,655	57,655	115,310
102-500731	Social Services Contracts	Rochester	40035201	124,610	124,610	249,220
102-500731	Social Services Contracts	Seacoast	40035201	58,251	58,251	116,502
102-500731	Social Services Contracts	Southern	40035201	149,123	149,123	298,246
			Total	\$491,454	\$491,454	\$982,908

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council Page 2 of 3 April 4, 2013

Claremont School District (Vendor #177374)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Claremont	40035201	\$70,674	\$70,674	\$141,348
			Total	\$70,674	\$70,674	\$141,348

Lakes Region Community Services Council, Inc. (Vendor # 177251 B002)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Laconia	40035201	\$81,833	\$81,833	\$163,666
			Total	\$81,833	\$81,833	\$163,666

Easter Seals of NH, Inc. (Vendor #177204)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Manchester	40035201	\$177,615	\$177,615	\$355,230
102-500731	Social Services Contracts	Concord	40035201	106,011	\$106,011	\$212,022
102-500731	Social Services Contracts	Keene	40035201	87,413	\$87,413	\$174,826
			Total	\$371,039	\$371,039	\$742,078
			Grand Total	\$1,015,000	\$1,015,000	\$2,030,000

#### **EXPLANATION**

These Federal funds support preventive child care services and the scholarship child care payment system. A requirement of this funding is that it be used to increase the availability, accessibility, and quality of child care programs throughout the State. This is accomplished through numerous activities including the provision of child care resource and referral services for consumers and providers.

Children, Youth and Family catchment area. Services include high quality referrals and consumer education for parties seeking matches with child care providers, free and/or low cost professional development opportunities for child care providers, and providing current and aspiring child care providers with technical assistance in the areas of licensing, best practice, and accreditation. The services also provide the Department, local, and national organizations, agencies, policy makers, public officials, businesses, and community members with accurate data and information related to Early Childcare Education issues.

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council Page 3 of 3 April 4, 2013

Should Governor and Council not authorize this request, federal sanctions could result in the reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some families to find child care that will help them continue working.

This contract is awarded as the result of a competitive bid process. On September 4, 2012 and again on December 21, 2012 the Division issued a Request for Proposal for Child Care Resource & Referral programs to serve the ten (10) District Office catchment areas in the State of New Hampshire. These Request For Proposals were published on the Department's web site.

Six agencies submitted bids for the ten (10) District Office catchment areas; four agencies were awarded contracts that cover all catchment areas. An evaluation committee reviewed the proposals submitted in response to the RFP. The evaluation team's scoring summaries are attached to this letter (Appendix A). The vendors identified in the tables above submitted proposals that achieved higher minimum scores than any other vendor proposal(s) for the given catchment area(s) and were, therefore awarded the contract.

Performance under this agreement will be measured by the Performance Measures and Outcomes specified in the Agreement to include successfully providing referrals to New Hampshire Employment Program participants, and Financial Assistance to Needy Families (FANF) recipients in need of child care, recruiting new child care providers, including those that shall fill opportunities for specific kinds of care e.g. infant/toddler, bilingual, special needs, and non-traditional hours.

Areas Served: The Division for Children, Youth and Families catchment areas of Berlin/Littleton, Conway, Rochester, Seacoast, Southern, Claremont, Laconia, Manchester, Concord, and Keene.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,

Maggie Bishop

Director

Approved By: Nicholas A. Toumpas

Commissioner

Subject:

Child Care Resource and Referral Programs serving catchment areas of: Berlin/Littleton, Conway, Rochester,

Seacoast, and Southern

#### **AGREEMENT**

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

#### GENERAL PROVISIONS

1. IDENTIFICATION.							
1.1 State Agency Name	State Agency Name						
		129 Pleasant Street Concord, NH 03301					
NH Department of Health and Hu	H Department of Health and Human Services						
1.3 Contractor Name		1.4	Contractor Address				
The Communication (value)			ne Street				
Southern New Hampshire Service	es, Inc.	Mano	hester, NH 03103				
		<u> </u>					
1.5 Contractor Phone	1.6 Account Number	1.7	Completion Date	1.8 Price Limitation			
Number 603-668-8010	05-95-42-421110-29780000	6/30/	15	\$082 008			
003-008-8010		0/30/	13	\$982,908			
1.9 Contracting Officer for S	tate Agency	1.10	State Agency Telephone	e Number			
Eric Borrin		602.2	71-9558				
Life Bollin		003-2	71-9336				
1.11 Contractor Signature		1.12	Name and Title of Cont	ractor Signatory			
Masker		Gale	Hennessy, Executive Direct	tor			
112 harmandadaamana Salaa	FART Courty of TIVII h			- <u>-</u>			
1.13 Acknowledgement: State 4/2/13	bi_NH, County of _H111SDO	rougn					
On , before the undersigned	officer, personally appeared the	person	identified in block 1.12, or	satisfactorily proven to be the			
person whose name is signed in bi	lock 1.11, and acknowledged that	s/he ex	ecuted this document in the	e capacity indicated in block			
			South E P	ERIL			
<u>-</u>	blic or Justice of the Peace	-	Ola Maiss	NON EXAMPLE TO			
Diane J. Eise	son Notang Rul	ric	_ • · · · · · · · · · · · · · · · · · ·	TARL			
[Seal]				- • <del>- •</del>			
1.13.2 Name and Title of Nota	ry or Justice of the Peace		JUNI	on 201 <sup>A</sup> • (c. 5			
Diane P. Erikson	n, Administrative Ass	istan	t	03.20 R			
	,		9999 HA	AMPS,			
1.14 State Agency Signature		1.15	Name and Title of State	Agency Signatory			
11 : 11 -	`		i Dist. Di da				
Maggel Distrol	1 (KEB)	Maggie Bishop, Director Division for Children, Youth and Families					
1.16 Approval by the N.H. D	Maggie Bishop, Director Division for Children, Youth and Families  Approval by the N.H. Department of Administration, Division of Personnel (if applicable)						
	•		(3 11	•			
By:	Director, On:						
1.17 Approval by the Attorn	ey General (Form, Substance a	nd Exe	cution)				
Klesen & d	wyn		_				
By: Veanner. He	June P. Herick Attorney On: 17 Apr 2013  Approval by the Governor and Executive Council						
1.18 Approval by the Govern	or and Executive Council						
Rv·		On:					



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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

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

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

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

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

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

Contractor Initials:

#### 8. EVENT OF DEFAULT/REMEDIES.

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

### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: Date: 4 8-10

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials:

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### EXHIBIT A SCOPE OF SERVICES

DATE: March 7, 2103

CONTRACT: CC Resource and Referral Programs for DCYF Berlin/Littleton, Conway,

Rochester, Seacoast and Southern catchment area's

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR NAME: Southern New Hampshire Services, Inc.

ADDRESS: 40 Pine Street

Manchester, NH 03103

TELEPHONE: 603-668-8010

REPRESENTATIVE: Gale Hennessy

TITLE: Executive Director

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- 1.1 That, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- 1.2 To use its best efforts to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds;
- 1.3 To complete the full scope of services in Exhibit A; and
- 1.4 To serve families and providers in the Berlin/Littleton, Conway, Rochester, Seacoast, and Southern District Office (DO) catchment area's (hereinafter "catchment area's") in need of child care resource, referral, recruitment, and/or educational training.
- 2. Services To Be Provided:
  - 2.1 Perform the services of this contract in accordance with the following program goals:
    - a. Ensure that high quality, culturally competent, Child Care Resource & Referral (CCR&R) services are known and accessible to the widest possible number of families, providers, businesses and community members within the catchment area's, including services to limited English proficient families and providers, and in consideration of a variety of diversity issues;

Southern New Hampshire Services, Inc.

Date: 4.217

Child Care Resource and Referral Services: Berlin/Littleton, Conway, Rochester, Seacoast and Southern District Offices

Exhibit A Scope of Services Page 1 of 14

- b. Serve as a resource of data and information regarding early care and education (ECE);
- c. Provide high quality referrals and consumer education to families seeking child care including but not limited to families receiving NH child care scholarship funds or who are on a wait list to do so;
- d. Prioritize the accessibility of high quality care within the catchment area's through targeted technical assistance to child care providers to improve quality for families receiving child care scholarship funds.
- Positively impact the quality of child care within the catchment area's by providing
  professional development for child care providers, which is focused on the Early Childhood
  Core Knowledge Areas.
- f. Use technology as appropriate and feasible for purposes that may include, but not be limited to providing referrals and consumer information to families, training to child care providers, attending meetings, and information dissemination.

#### Outreach

- 2.2 Outreach to the catchment areas by:
  - a. Operating offices located within each of the catchment area's. Office hours shall be 8:30-4:30, Monday through Friday and shall be publicized in all correspondence. Walk-ins shall be welcomed as well as clients seeking services via phone calls;
  - b. Providing a toll free number to allow families and providers access to services. This number shall have voicemail that gives the caller hours of operation, the address of the Child Care Aware of NH website, and the option to leave a message for a call back from the CCR&R Specialist. All calls shall be returned within 24 hours on normal business days, Monday-Friday;
  - c. Being accessible by e-mail. CCR&R e-mail addresses are printed on all correspondence that is given out to families, providers, and community members;
  - d. Utilizing the Internet and e-mails to provide clients with referrals, share important updates and information with providers. Families shall be able to access CCR&R information via the Child Care Aware® of NH website at: www.nh.childcareaware.org.
  - e. Maintaining a strong, working relationship with the staff of the catchment area's DCYF District Offices, the New Hampshire Employment Program (NHEP), Workplace Success Program, Family Resource Center and the Working Futures Program. CCR&R shall attend all NHEP Orientations for FANF clients and shall make regular visits to the catchment area's local District Office (DO). CCR&R shall be available via phone, e-mail or in-person to work closely with these afore mentioned entities to make sure that the needs of all families, including families receiving FANF, are being met;
  - f. Attending all NHEP Orientations where participants attending have children under the age of thirteen (13) years old. At each orientation, the NHEP participants receive information that shall include, but not be limited to, information on quality indicators of child care, interviewing a child care provider and children's growth, and development. If an NHEP

Southern New Hampshire Services, Inc.

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Child Care Resource and Referral Services: Berlin/Littleton, Conway, Rochester, Seacoast and Southern District Offices Exhibit A Scope of Services

Exhibit A Scope of Services

participant or DO client cannot access services of the CCR&R via phone or e-mail, CCR&R is able to provide an onsite referral at the NHEP office or the DO;

- g. Provide targeted technical assistance (TA) to child care programs to improve quality through consultation, coaching and mentoring. Required focus areas for TA are Early Learning Guidelines, Strengthening Families, Emergency Preparedness, and Teacher Competency. Areas of TA shall include but not be limited to health and safety, infant, toddler, and preschool care, inclusion, teaching dual language learners, understanding developmental screenings and/or observational tools for program improvement purposes, and business management purposes.
- h. Establishing within 90 days of this contract, a Memorandum of Agreement (MOA) with the catchment area's local Family Resource Center (FRC), which shall include referring clients to each other's programs and use of FRC space for provider trainings. The MOA shall also include an understanding that FRC staff are invited to all trainings provided by CCR&R and all staff from CCR&R can participate in trainings offered by the FRC that would be beneficial to the professional development of CCR&R staff;
- Establishing and maintaining a strong working relationship with the Child Development Bureau (CDB). Representative from each CCR&R catchment area shall attend monthly meetings of the CCR&R Network, Child Care Aware® of NH and the catchment area's CCR&R manager shall meet with the Child Care Program Improvement Specialist as scheduled during site visits. Catchment areas CCR&R shall also contact the CDB when needed for technical assistance and is available to answer any questions or needs CDB staff may have;
- j. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment area's, on a quarterly basis:
  - (1) The number of on-site targeted technical assistance visits to providers: center, licensed, licensed family, licensed exempt family child care, and potential providers
- k. On Attachment C or a similar form provided by CDB, report the following other data, by catchment area, on a quarterly basis:
  - (1) The number of visits made to the DOs and NHEP offices and the nature of those visits;
  - (2) The number of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended or held.

#### Resource

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- 2.3 Serve as a resource to the catchment area's by:
  - a. Serving as a community resource for DHHS, local and national organizations, agencies, policy makers, public officials, businesses, and community members in the area of data and information regarding child care issues including, but not limited to supply and demand. CCR&R shall be available to provide resource information at local events within the catchment area's:
  - b. Collecting data and assisting the Program Improvement Specialist in maintaining an up to date National Association of Child Care Resource and Referral Agencies (NACCRRA)

Contractor Initials: 1 Southern New Hampshire Services, Inc. Child Care Resource and Referral Services: Berlin/Littleton, Conway, Rochester, Seacoast and Southern District Offices Exhibit A Scope of Services Date: 17 2- 13 Suite of Data Services (SDS) statewide database. This database shall be updated no less than annually. The CCR&R Specialist shall complete at least 80%, in most cases more than 80%, of the standardized data fields in the provider, client and community profiles for the catchment area's in the statewide database. The CCR&R profiles in the statewide database shall contain information on:

- Child care programs in the CCR&R catchment area's shall include licensed child care centers, licensed family child care providers, and legally operating license-exempt providers, and shall include faith-based programs;
- (2) Data from each family requesting a child care referral as to the type of care they are seeking, hours of care that is needed, locations of care needed, and any special needs with which the family needs assistance; and
- (3) Business and community contacts that are recorded in the community section of the database. These contacts include other social service agencies, local officials and policy makers, and potential child care providers that the CCR&R works with towards becoming a legally operating child care provider;
- c. Publishing and distributing a quarterly newsletter that is sent to all child care providers in the NACCRRAware database, local community partners, and potential child care providers who are on the CCR&R mailing list. The newsletter shall:
  - (1) Inform child care providers of updates from the CDB, the Child Care Licensing Unit and other CDB contractors, policy issues in child care (both state and national), upcoming local, statewide and national trainings, conferences, workshops, upcoming ECE classes, lists resources for providers, includes a copy of Child Care Aware's "Daily Parent" for providers to copy and share with families, and the quarterly training calendar of upcoming free trainings for counties in the catchment area's; and
  - (2) Be distributed via US mail and e-mail, to all child care providers in each of the CCR&R catchment area's, the CDB and other state entities, and to potential child care providers in the community section of the database. CCR&R shall charge a fee for any for-profit entity to advertise in a hard copy of the CCR&R newsletter. All fees collected for advertisements shall be used to meet the goals of this contract. No more than one page or 10% of the entire newsletter can be devoted to for-profit advertising. The frequency of for-profit advertising shall be at the sole discrepancy of the contracted agency. All electronic or regular correspondence regarding for-profit entities shall include the following statement, "This advertisement does not necessarily represent the views of the NH Department of Health and Human Services, the Division for Children, Youth and Families, or the Child Development Bureau:"
- d. CCR&R shall list all trainings offered for providers on the Child Care Aware® of America website at <a href="www.nh.childcareaware.org">www.nh.childcareaware.org</a>. CCR&R shall update and/or edit trainings on the Child Care Aware® of NH website on a monthly basis. In addition to the website posting, training calendars shall be included in the CCR&R newsletter that specifically list trainings offered by CCR&R. The CCR&R newsletter reports other statewide and national trainings available to child care providers that meet Child Care Licensing and Credential criteria including. Training updates shall be shared with providers on a regular basis via e-mail, phone, and mail; and

Southern New Hampshire Services, Inc.

Child Care Resource and Referral Services: Berlin/Littleton, Conway, Rochester, Seacoast and Southern District Offices Exhibit A Scope of Services

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- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis for each of the catchment area's:
  - (1) The number of providers whose information was updated and whether or not it was a full or partial update;
  - (2) Responses to the request from DHHS or inform the CDB in its quarterly report when they have responded to such a request; and
  - (3) The date the quarterly newsletter was e-mailed or mailed.

#### Referral

- 2.41 Refer families to providers by:
  - a. Maintaining a precise and up to date NACCRRAware statewide database of providers and child care options in the CCR&R catchment area and by providing referrals to families via in-person, over the phone, by e-mail, or via the child Care Aware® of NH Network website at www.nh.childcareaware.org;
  - b. Providing free consumer education materials on quality indicators, licensing information, child growth and development, types of child care, checklists, interviewing child care providers, tax credits for child care, other possible community resources, and subsidies available for child care assistance, in addition to the actual child care referral. All materials and the child care referral will be delivered following the Criteria for Best Practices set forth in NACCRRA's Quality Assurance Program;
  - c. Referring families to child care providers at no charge to the families. CCR&R shall provide the best match for each individual family's needs and preferences. Each family shall receive a minimum of three but no more than fifteen options for child care that will include both licensed and legally license-exempt options, including faith-based programs if applicable to that family's request. CCR&R shall also provide referral options outside the CCR&R catchment areas, using the statewide database.
  - d. Providing families seeking child care referrals a verbal consultation upon intake of referral and a written resource packet in person, via email, or via US Mail. This referral packet will include consumer education information on child care programs-quality indicators, licensing information, types of child care, checklists, interviewing child care providers, tax credits for child care, and subsidies available for child care assistance, as well as information about the CCR&R and free services available to families.
  - e. Working closely with the NHEP Employment Counselor Specialists (ECS) at the NH WORKS office, the local DO staff, and the Child Care Program Improvement Specialist from the CDB to make sure that the child care needs of families being served by the NH DHHS are being met. This shall include regular site visits to both the DO and NHEP and attendance at all NHEP Orientations and visits with the CDB's Child Care Program Improvement Specialist as scheduled;

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Southern New Hampshire Services, Inc.

Child Care Resource and Referral Services: Berlin/Littleton, Conway, Rochester, Seacoast and Southern District Offices Exhibit A Scope of Services

Exhibit A Scope of Services

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- f. Assisting NHEP clients:
  - (1) In obtaining and securing child care services as soon as possible by providing child care referrals in a prompt and timely manner and giving each NHEP client consumer education information on choosing quality care;
  - (2) By providing child care referral services at, or in the vicinity of, the NH WORKS office if necessary to do so or at the CCR&R office or via phone or e-mail; and
  - (3) Answering and responding to requests from the NHEP participant or NHEP ECS to provide one-on-one counseling on conducting a child care search and by providing each client with a resource packet that will assist and educate them in the process of selecting quality child care;
- g. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment area's, on a quarterly basis:
  - (1) The total number of families receiving referrals;
  - (2) The number of families receiving referrals with CCR&R assistance; and
  - (3) The number of FANF clients assisted by the CCR&R;
- h. On Attachment C or a similar form provided by CDB, report the following other data, by catchment area's, on a quarterly basis:
  - (1) The number of families receiving referrals via the web;
  - (2) The number of new families served;
  - (3) The number of previous families seeking new information that were served; and
  - (4) The number of families served through the DO; and
- i. Following all current Division of Family Assistance and Department of Health and Human Services confidentiality policies.

#### **Wait List**

2.42 Conduct wait list activities that assist families who are eligible to receive NH child care scholarship funds, but who are on or released from a wait list to secure child care services as soon as possible utilizing the following process:

Prioritize providing referrals to families going on the Wait List and/or coming off of the Wait List:

- a. On Attachment C or a similar form provided by CDB, report the following other data, by catchment area's, on a quarterly basis:
  - The number of families going on the wait list receiving referrals;

(2) The number of families released from the wait list receiving referrals;

Contractor Initials: Southern New Hampshire Services, Inc. Child Care Resource and Referral Services: Berlin/Littleton, Conway, Rochester, Seacoast and Southern District Offices

Exhibit A Scope of Services Page 6 of 14

Date: (j-2-h)

#### Follow-up

- 2.43 Follow-up surveys shall be completed via telephone, via email or US Mail to families receiving child care referrals in each quarter to achieve follow-up response from at least 20% of the clients served in each quarter. The survey will help the CCR&R Specialist to determine if families have found care that meets their needs and to establish if the program meets the needs of their family. Specific and direct emphasis shall be placed on determining whether families on FANF and the wait list have had their needs met.
  - a. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment area's, on a quarterly basis:
    - The percent of families successfully surveyed;
    - (2) The percent of families surveyed who were successful in finding care;
    - (3) The percent of FANF families who were surveyed who were unsuccessful in finding care.
    - (4) The percent of families who had all of their child care needs met by the care they chose;
  - b. On Attachment C or a similar form provided by CDB, report the following other data, by catchment area's, on a quarterly basis:
    - (1) The total number of clients assisted by the CCR&R:
    - (2) The number of FANF clients assisted by the CCR&R;
    - (3) The number of follow-up attempts made;
    - (4) The number of families satisfied with the care they found;
    - (5) The number of families that chose not to use care;
    - (6) The number of families whose search was still in process;
    - (7) The number of families who were unable to locate care;
    - (8) Any child care needs of the family that were not met by their child care choice or options;
    - (9)The number of families who chose care from the referral list(s) they received from the CCR&R;
    - (10) The number of families who found the referrals they received helpful;
    - (11)The number of families who found the consumer education they received over the phone helpful:

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Child Care Resource and Referral Services: Berlin/Littleton, Conway, Rochester, Seacoast and Southern District Offices Date: 4-2-13

- (12)The number of families who found the written or posted consumer education they received or accessed helpful;
- (13)The number of families who report they were able to identify indicators of quality in child care programs; and
- (14) The number of families who report that the CCR&R services were culturally competent; and

#### Recruitment

2.5 Recruit child care providers through targeted technical assistance by:

Providing targeted technical assistance to providers to fill the unmet child care needs in the catchment area's including, but not limited to, infant care, specials needs care, and child care during non-traditional hours; as well as other specific types needed in the above listed catchment area's as indicated by the CCR&R's follow up data. Providers should be responsive to a variety of diversity issues within the catchment area's to be served.

- a. Reviewing follow-up sheets from families served each quarter to determine their unmet needs and use this information to continue to recruit providers to meet these needs.
- b. Contacting new license exempt providers as identified by the CDB;
- c. Informing and making licensed providers aware of the opportunity to provide Preventive and Protective care by becoming certified in such. CCR&R shall give all interested providers the contact information necessary to pursue this valuable certification;
- d. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment area's, on a quarterly basis:
  - (1) The number of new providers added to the database, including licensed and license exempt providers;
  - (2) The number of new child care opportunities created by new and existing providers;

The number of providers who receive targeted technical assistance to change or expand their programs to meet identified needs of infant/toddler care, special needs care and non-traditional hours care

- e. On Attachment C or a similar form provided by CDB, report the following other data, by catchment area's, on a quarterly basis:
  - (1) The number of child care providers who closed permanently;
  - (2) The number of child care opportunities lost by provider closings; and
  - (3) The number of net child care opportunities gained or lost.

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#### Training

2.61 Assure quality training options are available by:

Providing Child Care Basics, Preventing Child Abuse and Neglect (PCAN), Emergency Preparedness, and Strengthening Families trainings that are free of charge. Other trainings many incur a nominal charge. All training shall be accessible to all legally operating child care providers in their catchment area.

- a. Offering trainings that address the Core Knowledge Areas as defined in the publication, the New Hampshire Early Childhood Professional Development System. The Core Knowledge Areas that each training covers shall be identified in the training calendar listing the training that each provider receives, the Certificate of Attendance, and stated to the providers at the beginning of each training. CCR&R will offer trainings throughout the contract period that addresses all of the Core Knowledge Areas;
- b. Having the discretion to offer a light breakfast or lunch for trainings that extend more than 4 hours. For trainings that extend 6 hours or more CCR&R may offer both a light breakfast and lunch. A small fee to cover the cost of the meal(s) is appropriate as long as providers have the choice to not pay the fee and bring their own food;
- c. Utilizing a variety of credentialed presenters that are hired for the training workshops to avoid presenting a singular perspective or showing preference to a particular presenter;
- d. Not paying CCR&R staff a consultant fee to teach a workshop in the catchment area's, as providing workshops in their own area is a core service required by CCR&R;
- e. If extenuating circumstances arise, paying staff a consulting fee, for teaching a workshop in the catchment area's upon receiving prior written approval from the CDB. An extenuating circumstance may include, but not be limited to: long travel distances, lack of available qualified presenters, or limited regular working hours;
- f. Working and collaborating with Child Care Aware® of NH to annually review the Child Care Basics trainings, which shall result in a standardized set of Child Care Basic trainings;
- g. Updating and keeping current the Child Care Basic training workshop kit assigned to the CCR&R;
- h. Providing the trainings listed in Attachment B within each of the catchment area's;
- Informing and educating child care providers on how to access college courses and funding opportunities for tuition assistance that is available through the CDB.
- Maintaining working relationships with the CDB and other contractors to maximize the use of training funds by collaborating with and co-sponsoring training events. CCR&R shall pool resources with partners and work to provide funding to child care providers to attend relevant trainings as needed;
- k. Working with contractors, the CDB, and other community training resource partners to plan and implement trainings that will meet the needs of providers in the catchment area's;

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- On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis for each of the catchment area's:
  - (1) The number of Child Care Basics trainings offered;
  - (2) The number of attendees at Child Care Basics trainings;
  - (3) The number of other trainings offered; and
  - (4) The number of attendees at other trainings offered by the CCR&R; and
- m. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis for each of the catchment area's:
  - (1) The number of collaborative trainings;
  - (2) A list of the specific workshops offered including: the date, location (town), the presenter, their credential, and the number of attendees; and
  - (3) The dates that each of the required trainings are offered.

#### **Technical Assistance**

- 2.62 Provide targeted technical assistance by:
  - a. Playing an instrumental role with child care providers in the catchment area's regarding support and technical assistance in identified areas. CCR&R shall:

Assist child care providers in the development of their Emergency Preparedness plans, as well as provide suggestions for staff training and encourage practice opportunities such as emergency drills.

- (1) CCR&R shall record in the NACCRRAware database all providers who have completed these trainings and have Emergency Preparedness plans in place by conducting regular follow-up calls to providers to check on their progress in this important area;
- (2) Supporting new and currently operating license exempt providers in their efforts to become licensed providers that increase the number of child care opportunities available:
- (3) Supporting new and existing child care providers who are beginning to self-assess their program quality in hopes of achieving DHHS Licensed-Plus designation. CCR&R shall offer trainings and workshops needed for this certification, i.e. NH Early Learning Guidelines, as well as offer resources and other technical assistance as needed to support child care providers in this improvement process;
- (4) Utilize the Strengthening Families Program self-assessment tool with child care programs to assess program strengths and provide targeted TA to increase program strengths; and

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- (5) Utilize the NH Infant Toddler and Preschool Competencies to assess child care program staff teacher competency and provide targeted TA to improve teacher competency.
- b. Supporting, encouraging, and assisting child care providers and other early childhood professionals to apply for the appropriate level Early Childhood Professional Credential.
- c. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis for each of the catchment area's:
  - (1) The number of providers assisted in the licensing process;
  - (2) The number of new credentials awarded; and
  - (3) The number of credentials renewed.
- d. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis for each of the catchment area's:
  - (1) The number of times targeted TA is provided to improve Strengthening Families program assessment results.
  - (2) The number of times targeted TA is provided to improve teacher competency.
  - (3) The number of providers who receive targeted TA to become licensed.
  - (4) The number of times targeted TA is provided for Licensed Plus.
  - (5) The number of times targeted TA is provided for accreditation.

#### **Evaluation**

- 2.63 Evaluate the performance of CCR&R services by:
  - a. Ensuring that all participants attending CCR&R workshops or trainings complete an evaluation of said training that assesses the knowledge and skills of the trainer, any new information learned, how the participant will use that new information to increase the quality of care they provide to families and children, whether or not they (the participants) were satisfied with the trainer and the training, the usefulness of the training and suggestions for upcoming trainings that they (the participants) would like to see offered;
  - Compiling feedback given via the workshop evaluations from participants to plan future trainings based on child care provider needs; and
  - c. Surveying providers once a year to assess the delivery of CCR&R services. These surveys shall be delivered to child care providers via the newsletter, e-mail, and mail and will evaluate CCR&R services in the areas of referrals given, data provided to parents/families, ease of updating data process, trainings offered, trainings needed, and the cultural competence of the CCR&R services. Data needed to evaluate CCR&R's training services shall also be obtained from workshop evaluations completed by participants in the trainings.

Technology

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- 2.7 Utilize technology and build technological capacity by:
  - a. Maintaining Child Care Aware® of America membership(s) for the catchment area's;
  - b. Using Internet access to connect to the NACCRRA SDS. CCR&R shall use the NACCRRA SDS to enter information on clients, child care providers, and community partners, and resources. CCR&R has and will maintain a portion of the contractor's web server to host the NACCRRA SDS program and data. Full access to the statewide database is available at any time to the Administrator of the CDB and other CDB staff. The Child Care Program Improvement Specialist for the CDB will serve as the Administrator of the NACCRRA SDS. CCR&R is required to use NACCRRA SDS to maintain the database and access information;
  - c. Advising all clients seeking child care referrals, all child care providers entered into the database, and all community partners and resources entered into the database of the Confidentiality Policy. All clients shall be advised verbally at the time of the actual referral and again in writing through the client letter they receive with their resource packet of CCR&R's Confidentiality Policy. This policy shall require the approval of NH DHHS and meet the standards of the Child Care Aware® of America Criteria for Best Practices.
  - d. Regularly updating the e-mail lists of child care providers for the purpose of distributing materials and information;
  - e. Using NH EASY to work with the CDB to have access to that program to better meet the needs of the families and providers; and
  - f. Assisting in the maintenance, future development, and updating of information by contributing contract funds for the Child Care Aware® of NH website.
- Meet the following staffing qualifications for each of the catchment area's listed above:
  - a. Provide knowledgeable staff, who are credentialed (or have the credential waived) at the following levels according to the NH Early Childhood Professional Development System to perform the corresponding duties in the table below:

Duties	Credential Level						
Take Calls & Meet With Families	Master Teacher Level 1						
Hired to Provide Training	Trainer, Faculty, or Allied Master Professional						
Consultant Staff	Program Consultant Master Professional to Provide Technical Assistance						

b. In those DO catchments areas where there are large numbers of non-English speaking persons, or persons of Limited English Proficiency (LEP), have a bilingual staff person or other translator/interpreter to be utilized when providing services or information to providers. Staff shall not rely on family members or friends of LEP persons to serve as interpreters unless the LEP person expressly requests such an arrangement. Children shall not be asked to translate or interpret. If no bilingual worker or in-house interpreter is available, the CCR&R shall make arrangements to obtain an outside interpreter. An LEP person shall not be required to pay for the services of an interpreter. If appropriate for the catchment area, written materials and training shall also be made available in languages other than English;

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- c. Designate a staff person from the catchment area's to liaison with the CDB to:
  - (1) Attend monthly meetings with the CDB;
  - (2) Coordinate activities, working with the Child Care Program Improvement Specialist, the Child Care Training Specialist, and the Credential Specialist;
  - (3) Maintain the statewide NACCRRA SDS;
  - (4) Obtain input and feedback from child care providers when policy, Child Care Scholarship Program, and quality enhancement initiatives are being revised; and
  - (5) Evaluate CCR&R services;
- d. Require current criminal background checks and central registry screenings of its staff. The results of such background checks and screenings shall be shared with the Department and the Department reserves the right to reject the Contractor's staff as a result of such background checks; and
- May set aside professional development funds to allow staff to attend at least one national conference or symposium per contract cycle to further their expertise in providing CCR&R services.

#### 4. Performance Measures:

- a. CCR&R catchment area's shall meet their goals of the performance measures in this contract as documented in Attachments A-1, A-2, A-3, A-4, and A-5. The Department reserves the right to amend each Attachment after consultation with Southern New Hampshire Services, Inc.
- 5. Provide records and reports for the catchment area's including:
  - a. Quarterly and annual reports with outcome statistics for each of the performance measures and other data reports indicated on Attachments A-1 thru A-5 for the respective catchment area's;
  - b. Such reports described in (a) above shall be completed on Attachment C or a similar form provided by the CDB and e-mailed to the Child Care Program Improvement Specialist of the CDB, DCYF by the 15<sup>th</sup> of the month following the end of each quarter and the end of each contract year. Each report described in (a) above shall also include the cover sheet Attachment D, or a similar form provided by the CDB;
  - c. All reports listed in Attachment E. The Department reserves the right to make adjustments to attachment E, after consultation with Child Care Aware® of NH;
  - d. The Detailed Work-Plan described in Attachment E of this contract. Attachment B of this contract shall be the Preliminary Work-Plan described in Attachment E. The Detailed Work-Plan described in Attachment E shall become Attachment B of this contract, after the catchment area's submit this document and it is approved by the CDB;

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- A summary of the performance measures outcome statistics for the contract period shall be forwarded along with the final billing and shall be postmarked within 60 days of the conclusion of the contract period;
- f. Maintaining detailed supporting documentation to support these reports which shall be available for DCYF review upon request;
- g. Meeting with the Child Care Program Improvement Specialist for discussion and approvals; and
- h. Providing information on an NHEP client's child care search in a Department appropriate format at the request of the NHEP ECS. The NHEP staff and CCR&R shall ask NHEP clients to sign the "Release of Confidentiality" form at the NHEP orientation to make the exchange possible.

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Date: 4-2-15

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

Bidder/Program Name: <u>Southern New Hampshire Services</u>

Budget Request for: RFP #13-DCYF-CDB-RR-05-02

Budget Period: <u>July 1, 2013 - June 30, 2014</u>

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		Direct	andined.			Ellader			Allocation Method for multiped/Fixe
Line item		cremental.	Fixed	$\overline{}$	Costs	Match	_	Costs	*** Cost
Total Salary/Wages	\$	56,167		\$	_56,167		-	56,167	
Employee Benefits	\$	19,255		\$	19,255		\$		
3. Consultants	\$	2,500		\$	2,500		\$	2,500	
4. Equipment:	╀			-	<u> </u>				
Rental				_					
Repair and Maintenance	+-			ļ			ļ. <u>.</u>		
Purchase/Depreciation	\$	878		\$	878		\$	878	
5. Supplies:	₩		,	1					
Educational	$\vdash$				_				
Lab	ــــــ								
Pharmacy	↓								
Medical									
Office	\$	1,100	*	\$	1,100		\$	1,100	
6. Travel	\$	2,500		\$	2,500		\$	2,500	
7. Occupancy	\$	6,000		\$	6,000		\$	6,000	
Current Expenses									
Telephone	\$	1,200		\$	1,200		\$	1,200	
Postage	\$	752		\$	752		\$	752	
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training	\$	2,500		\$	2,500		\$	2,500	
12. Subcontracts/Agreements									
13. Other (Membership Fees):	\$	300		\$	300		\$	300	
							,		
Indirect Cost			\$8,663	\$	8,663		\$8	3, <b>6</b> 63	
TOTAL	\$	93,152	\$8,663	\$	101,815		\$1	01,815	

Indirect As A Percent of Direct

9.3%

Contractor Initials (2)

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: RFP #13-DCYF-CDB-RR-05-02

Budget Period: July 1, 2014 - June 30, 2015

		, Direct						1	Allocation  Method for  Indirect/Fixed
Ling item			FIXED			Match:			Cost
Total Salary/Wages	\$	57,799		\$	57,799		_	57,799_	
Employee Benefits	\$	<u>19,517</u>		\$	19,517	_	_	19,517	ļ
3. Consultants	\$	2,000		\$	2,000		\$	2,000	
4. Equipment:	<u> </u>								
Rental				ļ					
Repair and Maintenance									
Purchase/Depreciation	\$	907		\$	907		\$	907	
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$	800		\$	800		\$	800	
6. Travel	\$	2,200		\$	2,200		\$	2,200	
7. Occupancy	\$	6,000		\$	-6,000		\$	6,000	
8. Current Expenses									
Telephone	\$	1,200		\$	1,200		\$	1,200	
Postage	\$	629		\$	629		\$	629	
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training	\$	1,800		\$	1,800		\$	1,800	
12. Subcontracts/Agreements									
13. Other (Membership Fees):	\$	300		\$	300		\$	300	
Indirect Cost			\$8,663						
TOTAL	\$	93,152	\$8,663	\$	101,815		\$10	1,815	

Indirect As A Percent of Direct

9.3%

Contractor Initials 64

1 of 1