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

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

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August 18, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Southeastern Regional Education Services Center, Inc., (Vendor #154866 B001) 29 Commerce Drive, Bedford, NH 03110, to conduct Afterschool Provider Support services, by adjusting certain budget line items for State Fiscal Year 2015 in order to meet specific needs. The Governor and Executive Council approved the original agreement on May 1, 2013, (item # 36). This is a zero cost amendment with no change to the contract end date of June 30, 2015.

Funds to support this request are available in the following account in State Fiscal Year 2015 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from the 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

State Fiscal Year	Class/Object	Class Title	Activity Number	Budget
2014	102-50734	Contracts for Program Services	42117710	\$150,000.
2015	102-50734	Contracts for Program Services	42117710	\$150,000
			Totals	\$300,000

EXPLANATION

The purpose of this zero cost amendment is to allow the vendor to adjust certain budget lines in order to meet contractual needs and to update the standard contract language in Exhibit C and Exhibit G. Southeastern Regional Education Services Center, Inc. has adjusted program operations in order to meet the contract requirements. The change in operations has resulted in a request from the vendor to adjust the budget line items of consultants and travel. The Department supports the requested adjustments.

There are no additional funds being requested in this amendment. Other than updating the contract standard language in Exhibit C and Exhibit G and the adjustments outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on May 1, 2013, (Item # 36).

The Division for Children, Youth and Families is designated by the U.S. Department of Health and Human Services to administer Child Care and Development Funds. These expenditures are required to maintain federal funding for the New Hampshire Child Care Scholarship program that provides child care subsidies to families in order that they can continue working or continue participating in a job search activity.

In March of 2010, policy changes to the New Hampshire Child Care Scholarship program were made to address projected deficits of more than four (4) million dollars for State Fiscal Year 2010. Afterschool recipients of the Child Care Scholarship were particularly affected as an estimated 300 children receiving afterschool care had their benefits reduced to zero dollars (\$0).

Additionally, many afterschool programs that serve children who receive Child Care Scholarships were impacted by this policy change. The services of this contract include a needs assessment of New Hampshire communities to prioritize unmet afterschool care needs. Technical assistance targeting program sustainability is then provided to afterschool programs based on the results of the needs assessment. This vendor also provides training to afterschool care providers operating in New Hampshire so that Child Care Licensing training requirements can be met by staff at no cost to afterschool providers. Finally, this vendor provides several mentoring and technical assistance services to ensure high quality afterschool care in New Hampshire.

This contract was awarded as the result of a competitive bid process. On January 11, 2013, the Department issued a Request for Proposal for After School Provider Support. The contract was awarded to Southeastern Regional Education Services Center, Inc.

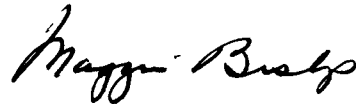
Should Governor and Council not authorize this request the vendor would not meet the requirements in their contract and federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program. A reduction in federal funds would result in financial hardship for families dependent on subsidized child care. Further, a reduction in federal funds could result in some afterschool programs not receiving technical assistance and training that are needed in order to continue operating.

Source of Funds: 100% Federal funds from the US Department of Health and Human Services Resources and Services Administration, Child Care and Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) 93.575, Federal Award Identification Number (FAIN) G1401NHCCDF.

Area Served: Statewide.

In the event that the 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

RFP #13-DCYF-CDB-ASPS-16 After School Provider Support, Evaluation - March 4, 2013						
Categories		Summary of Scores				
Overall Review - Up to 10 Points for each criteria (Value: 10% of total)		Scorer 1:	Scorer 2:	Scorer 3:	Scorer 4:	Average
		Kristin Booth	Ellen Wheatley	Jess Locke	Sue Foley	
		Provider Support	RFP Evaluation	March 4, 2013		
a	Conformity in form and format to the instructions contained in the RFP.	10.0	9.0	10.0	10.0	9.8
b	The comprehensive description and nature of the proposed services to be provided.	10.0	10.0	9.0	8.0	9.3
c	Qualifications and adequacy of staffing, including overall capacity of the agency.	10.0	9.0	10.0	9.0	9.5
d	Demonstrated capacity to address the unique needs of the community to be served, such as, but not limited to, low literacy, limited English proficiency, and cultural diversity.	7.0	8.0	8.0	9.0	8.0
e	Cost effectiveness of proposal.	9.0	7.0	9.0	7.0	8.0
subtotal overall review		92.0	86.0	92.0	86.0	89.0
Experience - Up to 10 Points for each criteria (Value: 30% of total)		subtotal at 10%		9.2	8.6	8.9
a	Past experience of the Bidder in providing this or a similar service.	8.0	10.0	9.0	8.0	8.8
b	Past experience of the Bidder in working with the target population.	9.0	10.0	10.0	10.0	9.8
c	Demonstrated ability to work with the State of New Hampshire.	10.0	9.0	10.0	10.0	9.8
d	Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required timeframes.	10.0	9.0	9.0	8.0	9.0
subtotal experience		92.5	95.0	95.0	90.0	93.7
Program Description - Up to 10 Points for each Criteria (Value 30% of Total)		subtotal experience at 30%		27.8	28.5	27.7
a	Presentation of a complete and detailed program description, which demonstrates responsiveness to the specifications of the RFP and addresses the identified need and does not restate the language of the RFP.	10.0	10.0	8.0	10.0	9.5
b	Presentation of a preliminary work-plan including a realistic timeline for project implementation completion.	10.0	8.0	10.0	8.0	9.0
c	Bidder's approach to increase and retain the number of afterschool slots in New Hampshire.	8.0	9.0	8.0	7.0	8.0
d	Bidder's approach to training and credentialing support including a training-plan with a realistic timeline for project implementation completion.	10.0	10.0	10.0	10.0	10.0
e	Bidder's goals for each of the performance measures listed in this RFP.	9.0	10.0	10.0	8.0	9.3
subtotal program description		94.0	94.0	92.0	86.0	91.5
Cost and Resources - Up to 10 Points for each Criteria (Value 30% of Total)		subtotal program description at 30%		28.2	27.8	27.9
a	accuracy and completeness of the budget and budget narrative.	9.0	7.0	9.0	8.0	8.3
b	The acceptability of the line item costs as detailed in the budget narrative.	8.0	8.0	9.0	8.0	8.3
c	A cost effective approach to providing the proposed service.	9.0	8.0	9.0	8.0	8.5
d	Staff resources of the Bidder to effectively administer and operate the program.	10.0	7.0	8.0	7.0	8.0
e	Ability to obtain financial and additional resources from other sources to support this program.	5.0	6.0	8.0	7.0	6.5
subtotal cost and resources		82.0	72.0	86.0	76.0	79.0
subtotal cost and resources at 30%		24.6	21.6	25.8	22.8	23.7
Grand Total		360.5	347.0	365.0	338.0	352.6
Grand Total at Percentage		88.8	86.9	91.1	84.2	87.8

Recommendation

- Scorer 1 - Kristin Booth, Program Specialist IV, Child Development Bureau
- Scorer 2 - Ellen Wheatley, Administrator, Child Development Bureau
- Scorer 3 - Jess Locke, Program Specialist II, Child Development Bureau
- Scorer 4 - Sue Foley, Program Specialist III, Child Development Bureau



**Amendment #1 to the Southeastern Regional Education Services Center, Inc.
Contract for Afterschool Provider Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Afterschool Provider Support Services Contract**

This 1st Amendment to the Afterschool Provider Support Services contract (hereinafter referred to as "Amendment #1") dated this 28th day of July, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern Regional Education Services Center, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 29 Commerce Drive, Bedford, NH 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 1, 2013 (Item #36), 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 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:

1. Exhibit B, Method, Schedule, and Conditions Precedent to payment, to add:
 - 2.7 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.
2. Remove Exhibit B-2, page 2 and replace with Amendment #1 – Exhibit B-2, page 2.
3. Remove Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
4. Remove Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**Amendment #1 to the Southeastern Regional Education Services Center, Inc.
Contract for Afterschool Provider Support 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,

State of New Hampshire
Department of Health and Human Services

8/19/14
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Southeastern Regional Education Services Center, Inc

7/29/14
Date

Richard LaSalle
Name/Title Richard LaSalle Executive Director

Acknowledgement:

State of NH, County of Hillsborough on 7/31/14, 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

Abby Collins
Name and Title of Notary or Justice of the Peace

ABBY COLLINS, Notary Public
My Commission Expires September 23, 2014

**Amendment #1 to the Southeastern Regional Education Services Center, Inc.
Contract for Afterschool Provider Support Services**



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

OFFICE OF THE ATTORNEY GENERAL

9/2/14
Date

Name: Megan A. Yaple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services						
Bidder/Program Name: Southeastern Regional Education Services Center (SERESC)						
Budget Request for: <u>acrossnh (formerly known as BOOST NH)</u> at SERESC						
Budget Period: <u>7/1/14 - 6/30/15</u>						
Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$83,882.00	\$	\$83,882.00	\$5,500.00	\$89,382.00	
2. Employee Benefits	\$1,870.00	\$	\$1,870.00	\$1,815.00	\$3,685.00	
3. Consultants	\$41,489.00	\$	\$41,489.00	\$	\$41,489.00	
4. Equipment:	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	
Purchase/Depreciation		\$		\$		
5. Supplies:		\$	\$	\$	\$	
Educational	\$1,200.00		\$1,200.00	\$	\$1,200.00	
Office	\$800.00		\$800.00	\$500.00	\$1,300.00	
6. Travel	\$7,000.00	\$	\$7,000.00	\$	\$7,000.00	
7. Occupancy	\$	\$4,125.00	\$4,125.00	\$	\$4,125.00	per square foot
8. Current Expenses	\$		\$	\$	\$	
Telephone	\$	\$150.00	\$150.00	\$	\$150.00	percent of use
Postage	\$	\$50.00	\$50.00	\$	\$50.00	percent of cost
Subscriptions	\$	\$	\$	\$	\$	
Audit and Legal	\$	\$50.00	\$50.00	\$	\$50.00	percent of revenue
Insurance	\$	\$206.00	\$206.00	\$	\$206.00	percent of liability
Board Expenses	\$	\$3,380.00	\$3,380.00	\$	\$3,380.00	allocation of hours
9. Software	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$2,148.00	\$	\$2,148.00	\$	\$2,148.00	
11. Staff Education and Training	\$500.00	\$	\$500.00	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	
13. Other (specific details mandatory):	\$	\$3,150.00	\$3,150.00	\$	\$3,150.00	allocation of hours
TOTAL	\$138,889.00	\$11,111.00	\$150,000.00	\$7,815.00	\$157,315.00	

Indirect As A Percent of Direct
 Other = Business Office and
 Technology Office Support

8.00%

Contractor Initials AK
 Date 7/30/14



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7/30/14



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Handwritten signature of the contractor.

7/30/14



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

RL

7/30/14



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

New Hampshire Department of Health and Human Services
Exhibit G



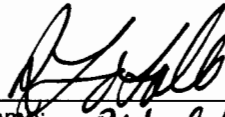
against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

7/30/14
Date


Name: Richard LaSalle
Title: Executive Director SERESC.

Contractor Initials RL
Date 7/30/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire nonprofit corporation formed August 6, 1974. 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 8th day of August A.D. 2014

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

William M. Gardner
Secretary of State



SERESC

Southeastern
Regional
Education
Service Center, Inc.

29 Commerce Drive
Bedford, NH 03110
Phone: (603) 206-6800
Fax: (603) 206-6599
www.seresc.net

RICHARD LASALLE
Executive Director

Inspiring innovation and excellence in education and professional practice.

CERTIFICATE OF AUTHORITY

The Board of Directors of the Southeastern Regional Education Service Center, Inc. do hereby certify that Richard LaSalle is the duly appointed Executive Director of the Southeastern Regional Education Service Center, Inc. (SERESC), a New Hampshire Corporation duly existing under the law and having a principal place of business in Bedford, New Hampshire.

The Board also certifies that Richard LaSalle is authorized by the Board of Directors of the Southeastern Regional Education Service Center, Inc. to sign on behalf of the corporation; all contracts, agreements, documents, application for payment from the NH Governor and Council, state bodies and all other individuals and entities.

The Board further certifies that Richard LaSalle is authorized to execute on behalf of the Corporation, all contracts, agreements and other similar documents.

October 17, 2013
Date

Timothy Mayes
Timothy Mayes, Chairperson
SERESC Board of Directors

The foregoing resolution has not been amended or revoked and remains in full force and effect as of 8/11/2014.

Timothy Mayes
Timothy Mayes, Chairperson
SERESC Board of Directors

Acknowledgement: State of NH, County of Hillsborough

On 8/11/2014, before the undersigned officer, Mr. Timothy Mayes, Chairperson, satisfactorily identified himself and acknowledged that he executed this document in the capacity indicated above.

Jeffrey Wallace, Justice of the Peace
Signature of Notary Public

Jeffrey Wallace, Justice of the Peace
Name, Title and Expiration of Commission
Commission expires 9/23/14

MEMBER SCHOOL DISTRICTS

Auburn • Bedford • Candia • Hampstead • Hooksett • Hudson • Litchfield
Londonderry • Merrimack • Pelham • Timberlane • Windham

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/05/2014

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).

PRODUCER Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Mark Cote	Phone: 603-424-9901 Fax: 866-848-1223	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	INSURED Southeastern Regional Ed Service Ctr Inc. 29 Commerce Drive Bedford, NH 03110		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Citizens Ins Co Of America</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Massachusetts Bay Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>*Hanover Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Ins Co Of America		INSURER B:	Massachusetts Bay Insurance Co		INSURER C:	*Hanover Insurance Company		INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																							

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	ZBV962677700	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		ABV9626162	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB	X	UHV9636434	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB					AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	WDV962085600	07/01/2014	07/01/2015	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate holder is included as additional insured with regards to General Liability per written contract [GL endorsement 421-0363 (02/11)].

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health and Human Services, Thayer Building
 129 Pleasant St.
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick L. Lapette



SERESC

Southeastern Regional Education Service, Inc.

Inspiring innovation and excellence in education and professional practice.

29 Commerce Drive
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

RICHARD LaSALLE
Executive Director

SERESC's Mission

Inspiring innovation and excellence in
education and professional practice.

**SOUTHEASTERN REGIONAL EDUCATION
SERVICE CENTER, INC.**
Financial Statements

For the Year Ended June 30, 2013

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Statement of Financial Position	4
Statement of Activities	5
Statement of Cash Flows	6
Notes to the Financial Statements	7
SUPPLEMENTARY INFORMATION:	
Schedule of Functional Expenses	16

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southeastern Regional Education Service Center, Inc.

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of Southeastern Regional Education Service Center, Inc., which comprise the statement of financial position as of June 30, 2013, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by

management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern Regional Education Service Center, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's fiscal year 2012 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 18, 2012. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 28, 2014 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that

report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Melanson, Heath + Company P.C.

April 28, 2014

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Financial Position
 June 30, 2013
 (with comparative totals as of June 30, 2012)

<u>ASSETS</u>	Operating Fund	Unrestricted Board Restricted	Total Unrestricted	Temporarily Restricted	2013 Total	2012 Total
Current Assets:						
Cash and cash equivalents	\$ 64,669	\$ 184,204	\$ 248,873	\$ 106,196	\$ 355,069	\$ 892,993
Restricted short-term investments	157,709	-	157,709	-	157,709	136,473
Short-term investments	326,758	-	326,758	-	326,758	325,343
Accounts and grants receivable	969,056	-	969,056	-	969,056	933,814
Prepaid expenses	18,724	-	18,724	-	18,724	20,958
Total Current Assets	<u>1,536,916</u>	<u>184,204</u>	<u>1,721,120</u>	<u>106,196</u>	<u>1,827,316</u>	<u>2,309,581</u>
Property and equipment, net	<u>6,625,624</u>	<u>-</u>	<u>6,625,624</u>	<u>-</u>	<u>6,625,624</u>	<u>6,801,260</u>
TOTAL ASSETS	<u>\$ 8,162,540</u>	<u>\$ 184,204</u>	<u>\$ 8,346,744</u>	<u>\$ 106,196</u>	<u>\$ 8,452,940</u>	<u>\$ 9,110,841</u>
 <u>LIABILITIES AND NET ASSETS</u>						
Current Liabilities:						
Accounts payable	\$ 109,931	-	\$ 109,931	-	\$ 109,931	\$ 126,238
Accrued expenses	82,236	-	82,236	-	82,236	151,895
Other liabilities	16,245	-	16,245	-	16,245	11,902
Deferred revenue	2,594	-	2,594	-	2,594	2,594
Line of credit	200,000	-	200,000	-	200,000	-
Current portion of long term debt	4,625,000	-	4,625,000	-	4,625,000	190,000
Total Current Liabilities	<u>5,036,006</u>	<u>-</u>	<u>5,036,006</u>	<u>-</u>	<u>5,036,006</u>	<u>482,629</u>
Long term debt net of current portion	-	-	-	-	-	4,625,000
Net Assets	<u>3,126,534</u>	<u>184,204</u>	<u>3,310,738</u>	<u>106,196</u>	<u>3,416,934</u>	<u>4,003,212</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,162,540</u>	<u>\$ 184,204</u>	<u>\$ 8,346,744</u>	<u>\$ 106,196</u>	<u>\$ 8,452,940</u>	<u>\$ 9,110,841</u>

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Activities

For the Year Ended June 30, 2013
(with comparative totals for the year ended June 30, 2012)

	Operating Fund	Unrestricted Board Restricted	Total Unrestricted	Temporarily Restricted	2013 Total	2012 Total
Support and Revenue:						
Support:						
Governmental grants	\$ 1,551,790	-	\$ 1,551,790	\$ -	\$ 1,551,790	\$ 1,703,267
Grants and contributions	-	-	-	73,665	73,665	163,250
Revenue:						
Tuition revenue	572,252	-	572,252	-	572,252	974,879
Consulting revenue	3,110,946	-	3,110,946	-	3,110,946	3,023,128
Membership revenue	87,194	-	87,194	-	87,194	90,997
Other services	1,126,831	536,301	1,663,132	-	1,663,132	1,811,774
Investment income:						
Interest income	1,826	-	1,826	18	1,844	3,266
Net assets released from restriction	149,573	-	149,573	(149,573)	-	-
Total Support and Revenue	6,600,412	536,301	7,136,713	(75,890)	7,060,823	7,770,561
Expenses:						
Program services	6,131,329	453,951	6,585,280	-	6,585,280	6,239,238
Administration and fundraising	1,061,821	-	1,061,821	-	1,061,821	1,214,228
Total Expenses	7,193,150	453,951	7,647,101	-	7,647,101	7,453,466
Change in net assets	(592,738)	82,350	(510,388)	(75,890)	(586,278)	317,095
Net Assets, Beginning of Year, as restated	3,719,272	101,854	3,821,126	182,086	4,003,212	3,686,117
Net Assets, End of Year	\$ 3,126,534	\$ 184,204	\$ 3,310,738	\$ 106,196	\$ 3,416,934	\$ 4,003,212

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Cash Flows
For the Year Ended June 30, 2013
(with comparative totals for the year ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ (586,278)	\$ 317,095
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	246,214	245,512
(Increase) decrease in:		
Restricted cash and short term investments	(21,236)	16,416
Accounts and grants receivable	(35,242)	45,055
Prepaid expenses	2,234	(3,587)
Other assets	-	1,120
Increase (decrease) in:		
Accounts payable	(16,307)	(98,093)
Accrued expenses	(69,659)	9,204
Other liabilities	4,343	502
Deferred revenue	-	(87,814)
Net Cash from Operating Activities	<u>(475,931)</u>	<u>445,410</u>
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(1,415)	(2,392)
Purchase of fixed assets	<u>(70,578)</u>	<u>(59,196)</u>
Net Cash from Investing Activities	<u>(71,993)</u>	<u>(61,588)</u>
<u>Cash Flows From Financing Activities:</u>		
Line of credit, net advances	200,000	-
Principal payments of long term debt	<u>(190,000)</u>	<u>(180,000)</u>
Net Cash from Financing Activities	<u>10,000</u>	<u>(180,000)</u>
Net Change in Cash and Cash Equivalents	(537,924)	203,822
Cash and Cash Equivalents, Beginning	<u>892,993</u>	<u>689,171</u>
Cash and Cash Equivalents, Ending	<u>\$ 355,069</u>	<u>\$ 892,993</u>
<u>SUPPLEMENTAL INFORMATION:</u>		
Interest Paid	<u>\$ 243,521</u>	<u>\$ 248,390</u>

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Notes to the Financial Statements

1. Organization

Southeastern Regional Education Service Center, Inc. (the Organization), is a New Hampshire nonprofit corporation that is funded through Federal revenues and tuition from local school districts. The Organization provides education services to local school districts and educators throughout New Hampshire.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Investments

The Organization's investments are comprised of certificates of deposit with maturities of greater than three months. Restricted short-term investments are comprised of money market mutual funds.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2013, management has taken into account a variety of factors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Schedule of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

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, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

Southeast Regional Education Service Center, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after filing.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2013, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2013 through April 28, 2014, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that

there were no material events that would require disclosure in the Organization's financial statements through this date.

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$355,069 at June 30, 2013. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2013. The bank balance is categorized as follows:

Insured by FDIC	\$ 380,451
Uninsured and uncollateralized	<u>102,215</u>
Total Bank Balance	<u>\$ 482,666</u>

4. Short-term Investments

The Organization's short-term investments consist of certificates of deposit with maturities greater than three months. The Organization's certificates of deposit held at Centrix Bank and ING Direct are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At June 30, 2013, balances exceeded the FDIC insurance coverage limit by \$19,078.

In compliance with the terms of the bond agreement, the Organization maintains restricted short-term investments. These restricted short-term investments consist of money market mutual funds which are covered under the Securities Investor Protection Corporation (SIPC) program up to \$500,000 and by excess SIPC program for amounts over \$500,000. The Organization's balance as of June 30, 2013 did not exceed the SIPC coverage limit.

5. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	<u>2013</u>	<u>2012</u>
Land and land improvements	\$ 1,058,330	\$ 1,058,330
Buildings and improvements	7,335,614	7,306,764
Furniture, fixtures and equipment	1,313,593	1,271,865
Vehicles	<u>13,960</u>	<u>13,960</u>
Subtotal	<u>9,721,497</u>	<u>9,650,919</u>
Less: accumulated depreciation	<u>(3,095,873)</u>	<u>(2,849,659)</u>
Total	<u>\$ 6,625,624</u>	<u>\$ 6,801,260</u>

Depreciation expense for the year ended June 30, 2013 totaled \$246,214.

6. Accrued Expenses

Accrued expenses consist primarily of payroll related liabilities.

7. Long-term Debt

Long-term debt as of June 30, 2013 consisted of the following:

Bond payable due in varying monthly installments and interest at 2.8% due semiannually, paid by the Organization on a monthly basis, payable over 30 years, and secured by a letter of credit.	\$ <u>4,625,000</u>
Total	4,625,000
Less amount due within one year	<u>(200,000)</u>
Long-term debt, net of current portion **	<u>\$ 4,425,000</u>

** Presented as a current liability due to noncompliance with financial covenants.

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2014	\$ 200,000
2015	210,000
2016	225,000
2017	235,000
2018	115,000
Thereafter	<u>3,640,000</u>
	<u>\$ 4,625,000</u>

On December 29, 2011, the Organization and the purchaser of the bond agreed to a new multi-annual rate agreement under which the bond will be subject to mandatory remarketing on October 31, 2016. The bond is backed in full by a letter of credit, expiring on November 14, 2016.

The Organization is subject to financial covenants that require the maintenance of minimum and maximum liquidity ratio, debt service coverage ratio and debt to tangible net worth ratio. In fiscal year 2013, certain financial covenants were not met, and the Organization did not receive a waiver from the bank for such noncompliance. As a result, and in accordance with Generally Accepted Accounting Principles (GAAP), the entire amount of the bond has been reported in these financial statements as a current liability.

8. Line of Credit

The Organization has available a revolving line of credit with a bank in the amount of \$250,000. The outstanding balance on this line at June 30, 2013 was \$200,000. This line is payable on demand and requires monthly interest only payments calculated on the outstanding balance from the previous month. Interest is variable, based on Wall Street Prime adjusted daily. Said rate is subject to a floor of 4.00%. The current rate at June 30, 2013 was 4.00%.

9. Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2013:

	<u>2013</u>
New Hampshire Assistive Technology Loan Fund	\$ 19,645
Scholarship Fund	5,816
Preschool Technical Assistance Network - District Funds	34,066
Preschool Technical Assistance Network - Private Grants	<u>46,669</u>
Temporarily restricted net assets	<u>\$ 106,196</u>

10. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

11. Board-Designated Net Assets

Board designated net assets are comprised of two programs, the Center for Effective Behavioral Interventions and Supports (CEBIS) program and SMS services by speech pathologists. Funds represent net earnings from CEBIS workshops, consulting and SMS insurance payments. The CEBIS funds are to be used to offset expenses that are not funded by grants. The SMS funds are to be used to service speech patients after the yearly grant funds from the NH Bureau of Special Medical Services have been expended.

12. Employee Benefit Plan

Defined Contribution Plan

The Organization sponsors a defined contribution plan (the Plan) covering all employees age 18 and over, with at least one consecutive year of service who agree to make contributions to the Plan. The Organization has the option of making a discretionary matching contribution. No matching contributions were made by the Organization for the year ended June 30, 2013.

13. Operating Leases

The Organization leases office equipment under various lease agreements. Equipment rental expense totaled \$21,376 for the year ended June 30, 2013.

14. Fair Value Measurements

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever

other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Restricted short-term investments	\$ 157,709	\$ 157,709	\$ 157,709	\$ -	\$ -
Short-term investments	<u>326,758</u>	<u>326,758</u>	<u>326,758</u>		
Total assets	<u>\$ 484,467</u>	<u>\$ 484,467</u>	<u>\$ 484,467</u>	<u>\$ -</u>	<u>\$ -</u>
Line of credit	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	\$ -
Bond payable	<u>4,625,000</u>	<u>4,625,000</u>	<u>-</u>	<u>4,625,000</u>	<u>-</u>
Total liabilities	<u>\$ 4,825,000</u>	<u>\$ 4,825,000</u>	<u>\$ 200,000</u>	<u>\$ 4,625,000</u>	<u>\$ -</u>

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

15. Related Party Transactions

The Organization's Board of Directors is comprised of superintendents and school board representatives from member New Hampshire school districts. The Organization provides a variety of services to these entities.

16. Concentrations of Risk

A material part of the Organization's revenue is derived from services provided to member districts, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2013, 24% of the Organization's program service revenue was from the Merrimack School District (SAU #26), and an additional 12% was from the Bedford School District (SAU #25).

17. Beginning Net Assets Restatement

Prior to fiscal year 2013, the Organization had received temporarily restricted contributions or grants that had been reported as deferred revenue. As a result, the beginning net assets of the Organization have changed from the previous fiscal year. Accordingly, the following reconciliation is provided:

	<u>Deferred Revenue</u>	<u>Support and Revenue: Grants and Contributions</u>	<u>Temporarily Restricted Net Assets</u>
As previously reported	\$ 158,417	\$ 7,427	\$ 26,263
Temporarily restricted net assets	<u>(155,823)</u>	<u>155,823</u>	<u>155,823</u>
As restated	<u>\$ 2,594</u>	<u>\$ 163,250</u>	<u>\$ 182,086</u>

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Schedule of Functional Expenses
For the Year Ended June 30, 2013
(with comparative totals for the year ended June 30, 2012)

	Program Services	Administration and Fundraising	2013 Total	2012 Total
Personnel expense:				
Salaries and wages	\$ 2,995,583	\$ 321,983	\$ 3,317,566	\$ 3,206,987
Employee benefits	460,803	49,530	510,333	486,639
Payroll taxes	215,411	36,938	252,349	276,597
Retirement plan contributions	-	-	-	4,000
Contract services	1,687,140	327,686	2,014,826	1,978,899
Supplies	307,380	31,422	338,802	457,548
Communications	125,211	129,466	254,677	90,844
Depreciation	239,211	7,003	246,214	245,512
Interest	182,926	5,356	188,282	217,353
Repairs and maintenance	69,217	116,341	185,558	150,409
Travel	120,531	4,176	124,707	105,218
Utilities	29,381	68,639	98,020	98,552
Insurance	6,000	33,545	39,545	26,376
Rent	2,586	18,790	21,376	32,142
Professional fees	-	16,324	16,324	26,809
Miscellaneous	11,469	3,769	15,238	16,205
Advertising	11,358	1,496	12,854	9,041
Postage	770	4,705	5,475	1,701
Equipment	3,480	1,475	4,955	20,478
Printing	-	-	-	2,156
Indirect costs	116,823	(116,823)	-	-
Total Functional Expenses	\$ 6,585,280	\$ 1,061,821	\$ 7,647,101	\$ 7,453,466

See Independent Auditors' Report.



MELANSON HEATH & COMPANY, PC

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southeastern Regional Education Service Center, Inc.
Bedford, New Hampshire

We have audited the accompanying statement of financial position of Southeastern Regional Education Service Center, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern Regional Education Service Center, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 18, 2012 on our consideration of the Southeastern Regional Education Service Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of

Additional Offices:

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that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2011, from which the summarized information was derived.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information appearing on page 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Melanson, Heath + Company P.C.
Nashua, New Hampshire
October 18, 2012

**SOUTHEASTERN REGIONAL EDUCATION
SERVICE CENTER, INC.
Financial Statements**

For the Year Ended June 30, 2012

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Notes to the Financial Statements	6
SUPPLEMENTARY INFORMATION:	
Schedule of Functional Expenses	14

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Financial Position

June 30, 2012

(with comparative totals as of June 30, 2011)

ASSETS	Unrestricted		Temporarily Restricted	2012 Total	2011 Total
	Operating Fund	Board Restricted			
Current Assets:					
Cash and cash equivalents	\$ 764,976	\$ 101,854	\$ 26,263	\$ 892,993	\$ 689,171
Restricted short term investments	136,473	-	-	136,473	152,889
Short term investments	325,343	-	-	325,343	322,951
Accounts and grants receivable	833,814	-	-	833,814	978,889
Prepaid expenses	20,958	-	-	20,958	17,371
Other assets	-	-	-	-	1,120
Total Current Assets	2,181,464	101,854	26,263	2,309,581	2,162,371
Property and equipment, net	6,801,260	-	-	6,801,260	6,967,676
TOTAL ASSETS	\$ 8,982,724	\$ 101,854	\$ 26,263	\$ 9,110,841	\$ 9,149,947
LIABILITIES AND NET ASSETS					
Current Liabilities:					
Accounts payable	\$ 126,238	-	\$ -	\$ 126,238	\$ 224,331
Accrued expenses	151,895	-	-	151,895	142,691
Other liabilities	11,902	-	-	11,902	11,400
Deferred revenue	158,417	-	-	158,417	90,408
Current portion of long term debt	190,000	-	-	190,000	180,000
Total Current Liabilities	638,452	-	-	638,452	648,830
Long term debt net of current portion	4,625,000	-	-	4,625,000	4,815,000
Net Assets	3,719,272	101,854	26,263	3,947,389	3,686,117
TOTAL LIABILITIES AND NET ASSETS	\$ 8,982,724	\$ 101,854	\$ 26,263	\$ 9,110,841	\$ 9,149,947

See accompanying notes to the financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Activities

For the Year Ended June 30, 2012
(with comparative totals for the year ended June 30, 2011)

	Unrestricted		Temporarily Restricted	2012 Total	2011 Total
	Operating Fund	Total Unrestricted			
Support and Revenue:					
Support:					
Governmental grants	\$ 1,703,287	\$ 1,703,287	\$ -	\$ 1,703,287	\$ 1,658,445
Grants and contributions	4,452	4,452	2,975	7,427	9,141
Revenue:					
Tuition revenue	974,879	974,879	-	974,879	1,109,465
Consulting revenue	3,023,128	3,023,128	-	3,023,128	2,801,302
Membership revenue	90,997	90,997	-	90,997	77,709
Other services	1,712,615	1,814,469	-	1,814,469	1,770,454
Investment income:					
Interest income	3,246	3,246	20	3,266	5,730
Net assets released from restriction	1,000	1,000	(1,000)	-	-
Total Support and Revenue	7,513,584	7,615,438	1,995	7,617,433	7,433,246
Expenses:					
Program services	6,239,238	6,239,238	-	6,239,238	6,302,957
Administration	1,216,923	1,216,923	-	1,216,923	1,055,792
Total Expenses	7,456,161	7,456,161	-	7,456,161	7,358,749
Change in net assets	57,423	159,277	1,995	161,272	74,497
Net Assets, Beginning of Year	3,681,849	3,681,849	24,258	3,686,117	3,611,620
Net Assets, End of Year	\$ 3,719,272	\$ 3,821,126	\$ 26,253	\$ 3,847,389	\$ 3,686,117

See accompanying notes to the financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Cash Flows
For the Year Ended June 30, 2012
(with comparative totals for the year ended June 30, 2011)

	<u>2012</u>	<u>2011</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 161,272	\$ 74,497
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	245,512	238,372
(Increase) decrease in:		
Restricted cash	16,416	(2,769)
Accounts and grants receivable	45,055	(138,155)
Prepaid expenses	(3,587)	5,358
Other assets	1,120	(1,608)
Increase (decrease) in:		
Accounts payable	(98,093)	183,404
Accrued expenses	9,204	-
Other liabilities	502	-
Deferred revenue	88,009	32,780
Net Cash Provided By Operating Activities	445,410	388,079
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(2,392)	(4,749)
Purchase of fixed assets	(59,196)	(59,873)
Net Cash Used By Investing Activities	(61,588)	(64,622)
<u>Cash Flows From Financing Activities:</u>		
Principal payments of long term debt	(180,000)	(170,000)
Net Cash Used By Financing Activities	(180,000)	(170,000)
Net Change in Cash and Cash Equivalents	203,822	155,557
Cash and Cash Equivalents, Beginning	689,171	533,614
Cash and Cash Equivalents, Ending	\$ 892,993	\$ 689,171
SUPPLEMENTAL INFORMATION:		
Interest Paid	\$ 248,390	\$ 251,391

See accompanying notes to the financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Notes to the Financial Statements

1. Organization

Southeastern Regional Education Service Center, Inc. (the Organization), is a New Hampshire nonprofit corporation that is funded through Federal revenues and tuition from local school districts. The Organization provides education services to local school districts and educators throughout New Hampshire.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a statement of financial position, a statement of activities and a statement of cash flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Investments

The Organization's investments are comprised of certificates of deposit with maturities of greater than three months. Restricted short-term investments are comprised of money market mutual funds.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2012, management has taken into account a variety of factors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Schedule of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

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, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

Southeast Regional Education Service Center, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) for fiscal years 2011, 2010, and 2009 are subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2012, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2012 through October 18, 2012 the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that

there were no material events that would require disclosure in the Organization's financial statements through this date.

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$ 892,993 at June 30, 2012. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2012. The bank balance is categorized as follows:

Insured by FDIC and CDARS	\$ 1,015,573
Uninsured and uncollateralized	<u>1,235</u>
Total Bank Balance	<u>\$ 1,016,808</u>

4. Investments

The Organization's short-term investments consist of certificates of deposit with maturities greater than three months. The Organization's certificates of deposit held at Centrix Bank and ING Direct are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization's investment balances as of June 30, 2012 exceeded the FDIC insurance coverage limit by \$ 17,874. Restricted short-term investments consist of money market mutual funds which are covered under the Securities Investor Protection Corporation (SIPC) program up to \$ 500,000 and by excess SIPC program for amounts over \$ 500,000. The Organization's balance as of June 30, 2012 did not exceed the SIPC coverage limit.

5. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	<u>2012</u>	<u>2011</u>
Land and land improvements	\$ 1,058,330	\$ 1,048,330
Buildings and improvements	7,306,764	7,316,764
Furniture, fixtures and equipment	1,271,865	1,226,629
Vehicles	<u>13,960</u>	<u>-</u>
Subtotal	<u>9,650,919</u>	<u>9,591,723</u>
Less: accumulated depreciation	<u>(2,849,659)</u>	<u>(2,604,147)</u>
Total	<u>\$ 6,801,260</u>	<u>\$ 6,987,576</u>

Depreciation expense for the year ended June 30, 2012 totaled \$ 245,512.

6. Accrued Expenses

Accrued expenses consist primarily of payroll related liabilities.

7. Deferred Revenue

Deferred revenue consists primarily of grant funds that were received that had not yet been earned under the grant agreements.

8. Long Term Debt

Long-term debt as of June 30, 2012 consisted of the following:

Bond payable due in varying monthly installments and interest at 2.8% due semiannually, paid by the Organization on a monthly basis, payable over 30 years, and secured by a letter of credit.	\$ <u>4,815,000</u>
Total	4,815,000
Less amount due within one year	(190,000)
Long-term debt, net of current portion	\$ <u>4,625,000</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2013	\$ 190,000
2014	200,000
2015	210,000
2016	225,000
2017	235,000
Thereafter	<u>3,755,000</u>
	<u>\$ 4,815,000</u>

This bond was issued under a multi-annual rate agreement, under which the bond was subject to a mandatory remarketing on November 1, 2011. To enhance the marketability of the bond, the bond issuance documents require the Organization to retain a letter of credit to back the balance of the bond. On

November 1, 2011, the bond was not remarketed and the letter of credit was extended. Subsequently, on December 29, 2011, the bond was remarketed at par with the current interest rate of 2.8%. The Organization and the purchaser of the bond agreed to a new multi-annual rate agreement under which the bond will be subject to mandatory remarketing on October 31, 2016. The bond is backed in full by a letter of credit, expiring on November 14, 2016.

9. Line of Credit

The Organization has available a revolving line of credit with a bank in the amount of \$ 250,000. The outstanding balance on this line at June 30, 2012 was \$ 0, and there were no advances on the line of credit during the year. This line is payable on demand and requires monthly interest only payments calculated on the outstanding balance from the previous month. Interest is variable, based on Wall Street Prime adjusted daily. Said rate is subject to a floor of 4.00%. The current rate at June 30, 2012 was 4.00%.

10. Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2012:

	<u>2012</u>
New Hampshire Assistive Technology Loan Fund	\$ 19,627
Scholarship Fund	<u>6,636</u>
Temporarily restricted net assets	<u>\$ 26,263</u>

11. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

12. Board-Designated Net Assets

Board designated net assets are comprised of two programs, the Center for Effective Behavioral Interventions and Supports (CEBIS) program and SMS services by speech pathologists. Funds represent net earnings from CEBIS workshops, consulting and SMS insurance payments. The CEBIS funds are to be used to offset expenses that are not funded by grants. The SMS funds are to be used to service speech patients after the yearly grant funds from the NH Bureau of Special Medical Services have been expended.

13. Employee Benefit Plan

Defined Contribution Plan

The Organization sponsors a defined contribution plan (the Plan) covering all employees age 18 and over, with at least one consecutive year of service who agree to make contributions to the Plan. The Organization has the option of making a discretionary matching contribution. Total expense for the year ended June 30, 2012, was approximately \$ 4,000.

14. Operating Leases

The Organization leases office equipment under various lease agreements. Equipment rental expense totaled \$ 32,142 for the year ended June 30, 2012.

15. Fair Value Measurements

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Investments	\$ 461,816	\$ 461,816	\$ 461,816	\$ -	\$ -
Total assets	\$ 461,816	\$ 461,816	\$ 461,816	\$ -	\$ -
Bond payable	\$ 4,815,000	\$ 4,815,000	\$ -	\$ 4,815,000	\$ -
Total liabilities	\$ 4,815,000	\$ 4,815,000	\$ -	\$ 4,815,000	\$ -

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

The carrying amount of notes payable approximates fair value because the financial instrument bears interest at a fixed rate that materially approximates current market rates for notes with similar maturities and credit quality.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Schedule of Functional Expenses
 For the Year Ended June 30, 2012
 (with comparative totals for the year ended June 30, 2011)

	Program Services	Administration	2012 Total	2011 Total
Personnel expense:				
Salaries and wages	\$ 2,961,215	\$ 245,772	\$ 3,206,987	\$ 3,080,843
Employee benefits	449,346	37,293	486,639	552,394
Payroll taxes	237,136	39,461	276,597	263,223
Retirement plan contributions	4,000	-	4,000	78,048
Contract services	1,886,840	82,059	1,978,899	1,900,325
Supplies	318,088	138,450	457,548	384,852
Interest	-	217,353	217,353	249,275
Depreciation	-	245,512	245,512	236,372
Repairs and maintenance	52,765	97,644	150,409	175,946
Travel	100,984	4,234	105,218	115,906
Utilities	21,758	76,794	98,552	106,809
Communications	52,324	38,520	90,844	75,748
Insurance	6,000	20,376	26,376	40,679
Rent	3,029	29,113	32,142	36,396
Professional fees	-	26,809	26,809	17,997
Miscellaneous	11,041	5,164	16,205	12,589
Equipment	19,625	853	20,478	12,000
Advertising	5,997	3,044	9,041	9,247
Printing	2,156	-	2,156	-
Postage	100	1,601	1,701	-
Bad debt	-	2,695	2,695	-
Indirect costs	85,824	(85,824)	-	-
Total Functional Expenses	\$ 6,239,238	\$ 1,216,923	\$ 7,456,161	\$ 7,358,749

See Independent Auditors' Report.



Southeastern Regional Education Service, Inc.

Inspiring innovation and excellence in education and professional practice.

29 Commerce Drive
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

RICHARD LaSALLE
Executive Director

SERESC Organizational Plan – Attachment #1

SERESC Board of Directors

SAU #12 – Londonderry, 268C Mammoth Road, Londonderry, NH 03053 (603) 432-6920

Mr. Nathan Greenberg, Superintendent

Mr. Stephen Young, School Board Representative

SAU #15 – Candia, Auburn, Hooksett, 90 Farmer Road, Hooksett, NH 03106 (603) 622-3731

Dr. Charles P. Littlefield, Superintendent

Mr. Keith LeClair, School Board Representative – Auburn

Ms. Deb LeBlond, School Board Representative – Candia

Ms. Trisha Korkosz, School Board Representative – Hooksett

SAU #25 – Bedford, 103 County Road, Bedford, NH 03110 (603) 472-3755

Mr. Timothy Mayes, Superintendent (Chairperson)

Mr. Don Graff, School Board Representative

SAU #26 – Merrimack, 36 McElwain Street, Merrimack, NH 03054 (603) 424-6200

Ms. Marjorie Chiafery, Superintendent

Mr. Andy Schneider, School Board Representative

SAU #28 – Pelham, 59A Marsh Road, Pelham, NH 03076 (603) 635-1145

Ms. Amanda Lecaroz, Superintendent

Mr. Brian Carton, School Board Representative

SAU #55 – Timberlane/Hampstead, 30 Greenough Road, Plaistow, NH 03865 (603) 382-6119

Dr. Earl Metzler, Superintendent

Mr. Michael Mascola, School Board Representative – Timberlane

Mr. Jason Cipriano, School Board Representative – Hampstead

SAU #95 – Windham, 19 Haverhill Road, Windham, NH 03087 (603) 425-1976

Mr. Winfried Feneberg, Superintendent

Dr. Jerome Rekart, School Board Representative

Richard A. La Salle

Contact

Address

Leadership Experience

ADJUNCT PROFESSOR **2009-Present**

Rivier College – Nashua, New Hampshire

- ❖ Graduate course instructor for Educational Administration
- ❖ Intern practicum and fieldwork supervisor

EXECUTIVE DIRECTOR **August 2012-Present**
SERESC – Bedford, NH

- ❖ Supervise and lead all aspects of this non-profit education service center and conference center
- ❖ Reports to Executive Committee and Board of Directors

SUPERINTENDENT OF SCHOOLS **July 2007-July 2012**
School Administrative Unit 55 – Plaistow, NH *Hampstead and Timberlane Regional School Districts*

- ❖ Supervise and lead all aspects of a two-district SAU
- ❖ Develop and manage an \$85,000,000 budget
- ❖ SERESC Executive Committee 2007-2012
- ❖ SERESC Executive Committee Vice Chairperson 2011-2012

ASSISTANT SUPERINTENDENT **July 2005-July 2007**
School Administrative Unit 55 – Plaistow, NH *Hampstead and Timberlane Regional School Districts*

- ❖ Primarily responsible for Superintendent level administration of Hampstead School District
- ❖ Assistant Superintendent level support to the Timberlane Regional School District with an emphasis on personnel and hiring

ASSISTANT SUPERINTENDENT **July 1999-July 2005**
School Administrative Unit 42 – Nashua, NH *Nashua School District*

- ❖ Supervisory of all aspects of secondary education including construction of two new high schools
- ❖ District supervisory of curriculum development, professional development, K-12, technology, Title I, special education, athletics, and vocational technical education

PRINCIPAL **September 1995-June 1999**
Broad Street Elementary School *Nashua, New Hampshire*

- ❖ Administrator and instructional leader of PreK-grade 6 neighbourhood elementary school which included a large district-wide Preschool and an Emotionally Handicapped Program

ASSISTANT PRINCIPAL **July 1983-August 1995**
Elm Street Junior High School *Nashua, New Hampshire*

- ❖ Primary responsibilities included scheduling, staff supervision, student discipline and pupil personnel

TEACHING ASSISTANT PRINCIPAL **September 1981-July 1983**
Spring Street Junior High School *Nashua, New Hampshire*

- ❖ Teacher of Spanish and part-time principal

TEACHER OF SPANISH

Elm Street Junior High School

September 1981-July 1983

Nashua, New Hampshire

- ❖ Teacher of Spanish grades 8 and 9
- ❖ Women's Basketball Coach

Education

CAGS IN LEADERSHIP, CURRICULUM AND INSTRUCTION

1997

Rivier College Nashua, New Hampshire

- ❖ Advanced Graduate Study Program in Leadership and Instruction – Superintendent Certification

MASTER IN EDUCATION ADMINISTRATION

1980

University of New Hampshire Durham, New Hampshire

- ❖ Masters in Education Program in Administration and Supervision – Principal Certification

BACHELOR OF ARTS IN SPANISH

1975

University of New Hampshire Durham, New Hampshire

- ❖ Bachelor of Arts in Spanish – Teacher Certification

Awards and Recognitions

- ❖ 2012 NELMS Spotlight School – Timberlane Regional Middle School
- ❖ 2011 National Blue Ribbon Award School – Sandown North Elementary School
- ❖ 2010 New Hampshire School of Excellence – Timberlane Regional Middle School
- ❖ 2007 New Hampshire School of Excellence – Hampstead Middle School
- ❖ 2007 NELMS Spotlight School – Hampstead Middle School
- ❖ 2007 New Hampshire School of Excellence – Hampstead Central School

Memberships and Affiliations

- ❖ American Association of School Administrators 1991-Present
- ❖ New Hampshire School Administrators' Association 1991-Present
- ❖ Association for Supervision and Curriculum Development 2005-Present

References

WINFRIED FENEBERG	Assistant Superintendent, School Administrative Unit 55 30 Greenough Road, Plaistow, NH 03865	(603) 382-6119
SCOTT STRAINGE	Director of Secondary Education, Timberlane Regional School District 30 Greenough Road, Plaistow, NH 03865	(603) 382-6119
KELLI KILLEN	Director of Elementary Education, Timberlane Regional School District 30 Greenough Road, Plaistow, NH 03865	(603) 382-6119
MICHAEL HOGAN	Principal, Timberlane Regional Middle School 44 Greenough Road, Plaistow, NH 03865	(603) 382-7131
LORI AUBREY	Chairperson, Timberlane Regional School Board 14 Wingate Road, Sandown, NH 03873	(603) 887-1948
CATHERINE BELCHER	Administrative Assistant, School Administrative Unit 55 30 Greenough Road, Plaistow, NH 03865	(603) 382-6119

Jeffrey H. Wallace

A professional with experience in the non-profit sector who focuses maintaining accurate records for financial reporting and planning.

Experience

2011 – Present

Southeastern Regional Educational Service Center
Business Manager

2007 – Present

Counseling Solutions, Inc, Bedford, NH
Controller (part-time)

- Accounts payable, medical billing including Medicaid, receivables, payroll and bookkeeping

2010 – 2011

Concord Community Music School, Concord, NH
Director of Finance and Administration

Financial management of a music school with 80 employees

- Accounts payable, payroll, budgeting and account reconciliation
- Reconciled all accounts monthly forecasting expenses and cash flow

2006 – 2010

American Red Cross, Concord, NH
Director of Finance

Financial management oversight of a local American Red Cross chapter

- Supervised the accounts payable, payroll and human resource function
- Maintained the accounts receivables and account reconciliation for all accounts.

1997 – 2006

United Way of North Central MA, Fitchburg, MA
Director of Finance and Information Technology

- Maintained the accounts payable, accounts receivable, payroll and human resources responsibilities for the company
- Reconciled all accounts monthly
- Responsible for nightly backup of all data

Education

MBA: Southern New Hampshire University, Manchester, NH

BS: Whittemore School of Business, University of New Hampshire, Durham, NH

Dian J. McCarthy

KEY SKILLS: Excellent written and oral communication abilities
Detail oriented
Extremely versatile, quick learner

Strong leadership and management
Computer literate including MS Office and QuickBooks
Works well independently or as part of a team

EXPERIENCE:

BOOST NH, Bedford, NH

Project Assistant

August 2011 - Present

- Provide administrative support to the Project Director.
- Create advertising materials including brochures and training fliers, newsletter preparation and the Weekly BOOST.
- Build and maintain mailing distribution list.
- Maintain pertinent data such as training attendance records.
- Process training registrations and follow up.

MapleCreek Custom Cabinetry, Inc, Goffstown, NH

Co-Owner

April 1997 - Present

- Responsible for all aspects of small-business management from company's inception.
- Design, authorship of company website, www.maplecreekinc.com, and all marketing materials.
- Maintain accurate accounts payable and receivable records in addition to payroll.

Goffstown School Board, Goffstown, NH

Vice-Chair

March 2011 – Present

Planning and Communications Committee, Chair

March 2010 - Present

- Lead committee charged to develop, refine and oversee the long and short-term plans of the Board.
- Developed a Community Information Program using website, newspaper, and public access television.
- Communicate effectively with members of the public, Administration and town leaders.
- Write and edit content for bi-weekly newspaper column.

Budget Committee Representative

March 2012 – Present

- Represent the School Board at the Budget Committee level, explaining budgetary requests and positions.

Administration and Finance Committee

March 2010 – March 2012

- Monitor the District's fiscal activity.

Elementary Facilities Review Committee

May 2010 – Present

- Acting as a Board representative on committee to determine space needs of two Elementary Schools.
- Developed RFP for Architectural and Engineering Study for both schools based on committee findings.
- Responsible for presenting findings to the School Board and public in preparation for Warrant Article.

SAU 19 Executive Board

April 2010 – Present

- Selected by fellow members as representative to Board overseeing SAU 19.

Maple Avenue Elementary School, Goffstown, NH

Parents and Faculty Together, President

April 2011 – June 2012

- Oversee the organization including meetings, fundraising, financial management, and programming.

Vice-President

June 2012 – Present

April 2009 – April 2011

- Supports the President in all oversight of the organization.

Principal Search Committee Member, Parent Representative

March 2009 - April 2009

- Collaborated with Administrators, Teachers, and School Board members to select a new School Principal.
- Determined candidate criteria, interviewed and deliberated over final candidate selection and nomination.

Library Volunteer

November 2008 – Present

- Assist students and work the circulation desk on a weekly basis.

Classroom Volunteer

September 2008 – Present

- Act as short-term substitute for classroom teachers as well as facilitate small group instruction as needed.

Mountain View Middle School, Goffstown, NH

Mountain View Partnership, Vice President

June 2012 – Present

- Supports the President in the oversight of the organization including agenda development, fundraising, financial management and programming.

Allstate Insurance Company, Bedford, NH

Customer Accounts Representative

June 1991 – January 2001

- Responsible for all aspects of customer service and sales in award winning insurance agencies.
- Assisted customers with inquiries regarding policy coverage, billing and claims.
- Worked independently to consistently meet district-leading sales volume requirements.
- Maintained NH State licenses for property/casualty, life, and health insurance, and NASD Series 6 and 63.

EDUCATION:

University of New Hampshire, Durham, NH

September 1987 - May 1991

Bachelor of Arts, Political Science

- Concentrations on Business Administration and German
- Dean's List

SUSAN ZACCARDO GIMILARO

PROFILE

Recognized leader education with over 30 years experience in teaching, consulting, mentoring, training, program development and administration. Committed to improving the quality of care for children and their families through professional development of educators. Proven ability to successfully work with diverse populations, establishing effective and productive working relationships. Resourceful and creative developer of training courses and materials, with the ability to tailor instruction to individual needs and learning styles. Innovative in effective and successful program design. Strong work ethic with a commitment to the highest ethical standards.

PROFESSIONAL EXPERIENCE

SERESC

2011-present

Project Director, BOOST NH

Contracted through the NH Child Development Bureau to develop and establish a statewide network of consultation, training, and technical assistance to after school providers. As BOOST NH is a start-up organization, the Project Director role includes all aspects of infrastructure design and creation, as well as implementation of the project, statewide professional development for educators, and training/coaching/mentoring trainers and consultants.

Harvard University

2007 - 2011

Learning Facilitator

Certified Learning Facilitator for *Mind in the Making*, a Families and Work Institute Initiative. Contracted to work with Harvard Achievement Support Initiative (HASI) to facilitate learning programs for Boston Public Schools and early care and education programs in the Greater Boston area.

HASI Coach

2007 - 2010

Contracted consultant to the Harvard Achievement Support Initiative to coach school day teachers and after school staff in the Boston Public School in the Three to Third Initiative and the Step Up Initiative. Supported learning activities of children in preschool through Grade 5. Trained faculty and staff in *Smart Talk*, HASI's program of homework support and learning time enrichment activities.

Susan Zaccardo Gimilaro

Page 2

PROFESSIONAL EXPERIENCE (continued)

Granite State College, Concord, NH *Faculty, 2002 - 2008*

2002 - 2008

Course developer of both online interactive courses and traditional classroom courses. Able to adapt teaching strategies for each group of students and coach individual students. Skilled in presenting engaging lectures, leading discussions, creating meaningful assignments. Educator of more than 400 students, receiving above average to outstanding performance evaluations. Knowledgeable in 2 online course delivery systems.

Granite State College

Resource Faculty, 2005 - 2006

Researched, designed, and implemented a portfolio system for all ECE students. Aided faculty in developing portfolio assignments. Assisted faculty with credential applications. Guided new faculty in syllabus preparation. Facilitated faculty meetings. Participated in the development of faculty hiring criteria

Wheelock College, Boston, MA

2003 - 2007

Faculty, 2003 - 2007

Co-instructor of annual week-long intensive Infant and Toddler seminar focused on improving the quality of infant-toddler care in NH. This is a CCDF supported course that trains providers working with some of NH's neediest children and families.

Faculty, 2006 - 2007

Co-instructor of Master's Level LPA 836: Infant and Toddler Programming. Instructor of LPA 836 as an on-campus Summer Professional Development Institute.

Academic Advisor and Portfolio Manager, 2003 - 2007

Advisor for Master's degree program. Transitioned students into cohort learning format. Monitored student progress. Advised students in development of leadership projects, academic plans, and career opportunities. Guided students in preparing an academic portfolio and presentation. Coordinated and trained ECE leaders in reviewing student portfolios. Actively participated in all Wheelock Cohort programs, portfolio reviews, and documentation development.

Susan Zaccardo Gimilaro
Page 3

PROFESSIONAL EXPERIENCE (continued)

Child Development Bureau, Concord, NH **2000 - 2006**
Consultant

Specialist in the credential program. Reviewed and awarded more than 500 credentials. Established strategies to work with NHCTC and Granite State College for faculty credentials. Presented workshops to assist with preparing a credential application. Collaborated with Resource and Referral agencies in the development of a credential PowerPoint Presentation. Worked in developing the NH legislative rule for the credential program.

The Applewood Learning Center, Londonderry, NH **1989-2000**
Co-Founder and Director

Co-founder and Director of this non-profit early care and education program, serving 90 low- and middle-income families of children ages 6 weeks through 12 years. Recognized as a leader in quality programs for children. Responsible for initial program start-up, fiscal policy, staff selection and training, curriculum, community relations, and development of parent board of directors. Created *AppleCorp*, a volunteer training program for teenagers 13 - 15 years old.

- Managed start-up budget of \$20,000; annual budget in year 11, \$875,000
- Educated and empowered parent board of directors who created by-laws, assisted in grant writing, motivated families, and provided training to other boards
- Devised staff retention policies to minimize staff turnover rate to be one of the lowest in NH
- Evaluated and improved program quality to achieve NAEYC Accreditation in 1993 and 1996, with a merit extension award in 1997

- Assisted in grant writing, to receive over \$120,000 in grants
- Coordinated the purchase and renovation of a new facility for Applewood in 1998
- Recognized as the only program in NH to have all teaching staff receive credentials at the first awarding of credentials

CONSULTATION EXPERIENCE

Consultant **2000 - present**
 Consultant and mentor on quality initiatives, including administration, staff performance and development, curriculum, infant and toddler development, after school programs, and parent relationships.

Susan Zaccardo Gimilaro
 Page 4

CONSULTATION EXPERIENCE (continued)

Consultant for PTAN (Preschool Technical Assistance Network) **2009 - present**
 Consultant in staff development on successful partnerships with parents and preschool programs to benefit their work with children with special needs and challenging behaviors.

Consultant Development **2010 - 2011**
 Trainer for the Child Development Bureau's Consultant Development Program. Designed the training for this initiative. Partnered consultant mentors with protégées. Created an online forum for mentors and protégées to discuss the joys and challenges of consulting.

Consultant **2003**
 Consultant in organizational design for the New Hampshire affiliate of NAEYC. Prepared the 3 and 5 year strategic plans for the affiliate rebuilding process, required by NAEYC in order for NH to retain affiliate status. Met annually with the Washington, DC, staff, as NH's representative on the High Performing Inclusive Organization team.

EDUCATION

Cornell University, Ithaca, New York **1981 - 1985**
M.A. Educational Administration

- Focus: Early Childhood Education
- Thesis: The Effects of a Montessori Educational Experience

Regis College, Weston, MA **1977 - 1981**

A.B. English

- Minor: Elementary Education
- Certification: N-3

Continuing Education:

Wheelock College, Boston, MA **2002 - present**

- LPA 850: Special Topics: Senior Mentor Corp
- 2007 Study Group to Reggio Emilia, Italy

Syracuse University, Syracuse, NY **2004**

- CFS 535: Quality Infant/Toddler Caregiving

Pacific Oaks College, Pasadena, CA **2006**

- HD 515: The Art of Observation

Susan Zaccardo Gimilaro

Page 5

VOLUNTEER EXPERIENCE - PROFESSIONAL

NH Afterschool Network, member of Leadership Team, Subcommittee member for Program Quality, 2011 - present

eein - Early Education and Intervention Network, 2010 - 2011, Treasurer

NHAEYC, NH organization of 1000 members, current member and presenter

- Administrators' Conference, Co-Chair, 1993 - 1999, 2003 - 2005
- Affiliate Representative in Washington, DC, 2004 - 2005
- Past President, 1995 - 1996
- President, 1994 - 1995
- Secretary, 1990 - 1994

PUBLICATIONS

"The AppleCorps: An Alternative to Young Teens Home Alone" in *Child Care Information Exchange*, March/April 2008

"The Lifetime Value of a Loyal Customer" accepted for publication in *Child Care Information Exchange*, 2009, September 2010

"Mission-Drive Advertising: Makes You Want to Work There" accepted for publication in *Child Care Information Exchange*, 2009, January 2011

PROFESSIONAL MEMBERSHIPS

National Association for the Education of Young Children, NH Affiliate
New Hampshire Afterschool Network
Early Learning New Hampshire

CREDENTIALS AND AWARDS

Afterschool Master Professional Credential - Workshop Trainer, Faculty, Mentor,
Program Consultant endorsements

Early Childhood Master Professional Credential - Workshop Trainer, Faculty, Mentor,
Program Consultant endorsements

Administrator of the Year Award, 1997, NHAEYC

REFERENCES - Available upon request

Southeastern Regional Education Service Center
Across NH Program
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Richard LaSalle	Executive Director	\$50,000.00	0.0%	0.00
Jeffrey Wallace	Business Manager	\$61,750.00	0.0%	0.00
Susan Gimilaro	Director-Across NH	\$62,524.00	100.0%	\$62,524.00
Dian McCarthy	Project Assistant	\$21,358.00	100.0%	\$21,358.08



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

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

April 3, 2013

G&C Approved

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Date 5/1/13
Item # 36

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Southeastern Regional Education Services Center, Inc., (Vendor #154866 B001) 29 Commerce Drive, Bedford, NH 03110 in the amount of \$300,000.00 to conduct Afterschool Provider Support services, effective July 1, 2013 through June 30, 2015. Funds to support this request are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets:

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

State Fiscal Year	Class/Object	Class Title	Activity Number	Budget
2014	102-50734	Contracts for Program Services	40035202	\$150,000.00
2015	102-50734	Contracts for Program Services	40035202	\$150,000.00
			Totals	\$300,000.00

EXPLANATION

The Division for Children, Youth and Families is designated by the Department of Health and Human Services to administer Child Care and Development Funds. These expenditures are required to maintain federal funding for the NH Child Care Scholarship Program that provides child care subsidies to families to help them continue working or participating in a job search activity. This requested action meets the conditions of the federal mandate through the provision of technical assistance and trainings for afterschool providers and programs.

In March of 2010 policy changes to the New Hampshire Child Care Scholarship program were made to address projected deficits of more than 4 million dollars for State Fiscal Year 2010. Afterschool recipients of the Child Care Scholarship were particularly affected as an estimated 300 children receiving afterschool care had their benefits reduced to \$0. In turn, many NH afterschool programs that depend on serving children that receive the NH Child Care Scholarship have been impacted by this policy change. For this reason the Afterschool Provider Support contract is essential for these providers. The services of the contract begin with a needs

April 3, 2013

Page 2

assessment of NH communities to determine the priority unmet needs regarding afterschool care. Technical assistance targeting program sustainability is then provided to afterschool programs based on the results of the needs assessment. The contract also provides free training to programs operating in NH, so that Child Care Licensing training requirements can be met at no cost to afterschool providers. Finally, the contract provides several mentoring and technical assistance initiatives to assure that afterschool care in NH is of the utmost quality.

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

This contract was awarded to Southeastern Regional Education Services Center, Inc. through a competitive bidding process. A Request For Proposals was created and then published on the Department's website on January 11, 2013. As of the RFP closing date on February 18, 2013, one agency, Southeastern Regional Education Services Center, Inc. submitted a proposal. The proposal was evaluated (see attached evaluation summary in Attachment A) by a multi-discipline evaluation committee that was comprised of Division staff, as well as community members on March 4, 2013. The evaluation committee recommended awarding 78.8, which exceeds the minimum scoring requirement. The Division Director concurred with the committee's recommendation.

The evaluation of the contract and the vendor's performance under this agreement will be coordinated by the Division for Children, Youth and Families on a quarterly basis. The evaluation will measure progress towards 12 goals that were negotiated by the Division and the vendor. These include, but are not limited to:

- The number of new afterschool slots in programs 3 months after the end of technical assistance;
- The number of slots retained in programs 3 months after the end of technical assistance; and
- The number of individuals who are awarded a NH afterschool credential within 3 months of the completion of the technical assistance program.

Performance that does not meet the negotiated expectation of these 12 goals may result in financial penalties or a termination of the contract as described and authorized in the P-37 agreement.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

April 3, 2013

Page 3

Source of Funds: 100% Federal Department of Health and Human Services Funds

Geographic area to be served: Statewide.

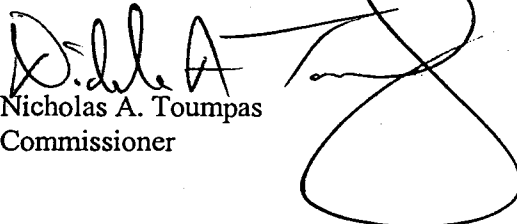
In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Maggie Bishop (L2EB)

Maggie Bishop, Director
Division for Children, Youth and Families

Approved by:


Nicholas A. Toumpas
Commissioner

RFP #13-DCYF-CDB-ASPS-18 After School Provider Support, Evaluation - March 4, 2013						
Summary of Scores and Rater Comments						
Overall Review - Up to 10 Points for each criteria (Value: 10% of total)	Scorer 1: Kristin Booth	Scorer 2: Ellen Wheatley	Scorer 3: Jess Locke	Scorer 4: Sue Foley	Average	
a Conformity in form and format to the instructions contained in the RFP.	10.0	9.0	10.0	10.0	10.0	9.8
b The comprehensive description and nature of the proposed services to be provided.	10.0	10.0	9.0	8.0	9.3	
c Qualifications and adequacy of staffing, including overall capacity of the agency.	10.0	9.0	10.0	9.0	9.5	
d Demonstrated capacity to address the unique needs of the community to be served, such as, but not limited to, low literacy, limited English proficiency, and cultural diversity.	7.0	8.0	8.0	9.0	8.0	
e Cost effectiveness of proposal.	9.0	7.0	9.0	7.0	8.0	
subtotal overall review						
	92.0	86.0	92.0	86.0	89.0	
subtotal at 10%						
	9.2	8.6	9.2	8.6	8.9	
Experience - Up to 10 Points for each criteria (Value: 30% of total)						
a Past experience of the Bidder in providing this or a similar service.	8.0	10.0	9.0	8.0	8.8	
b Past experience of the Bidder in working with the target population.	9.0	10.0	10.0	10.0	9.8	
c Demonstrated ability to work with the State of New Hampshire.	10.0	9.0	10.0	10.0	9.8	
d Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required timeframes.	10.0	9.0	9.0	8.0	9.0	
subtotal experience						
	92.5	95.0	95.0	90.0	93.7	
subtotal experience at 30%						
	27.8	28.5	28.5	27.0	27.7	
Program Description - Up to 10 Points for each Criteria (Value 30% of Total)						
a Presentation of a complete and detailed program description, which demonstrates responsiveness to the specifications of the RFP and addresses the identified need and does not restate the language of the RFP.	10.0	10.0	8.0	10.0	9.5	
b Presentation of a preliminary work-plan including a realistic timeline for project implementation completion.	10.0	8.0	10.0	8.0	9.0	
c Bidder's approach to increase and retain the number of afterschool slots in New Hampshire.	8.0	9.0	8.0	7.0	8.0	
d Bidder's approach to training and credentialing support including a training-plan with a realistic timeline for project implementation completion.	10.0	10.0	10.0	10.0	10.0	
e Bidder's goals for each of the performance measures listed in this RFP.	9.0	10.0	10.0	8.0	9.3	
subtotal program description						
	94.0	94.0	97.0	86.0	91.5	
subtotal program description at 30%						
	28.2	28.2	29.1	25.8	27.7	
Cost and Resources - Up to 10 Points for each Criteria (Value 30% of Total)						
a accuracy and completeness of the budget and budget narrative.	9.0	7.0	9.0	8.0	8.3	
b The acceptability of the line item costs as detailed in the budget narrative.	8.0	8.0	9.0	8.0	8.3	
c A cost effective approach to providing the proposed service.	9.0	8.0	9.0	6.0	8.5	
d Staff resources of the Bidder to effectively administer and operate the program.	10.0	7.0	8.0	7.0	8.0	
e Ability to obtain financial and additional resources from other sources to support this program.	5.0	6.0	8.0	7.0	6.5	
subtotal cost and resources						
	82.0	72.0	86.0	76.0	79.0	
subtotal cost and resources at 30%						
	24.6	21.6	25.8	22.8	23.7	
Grand Total						
	360.5	347.0	365.0	338.0	352.6	
Grand Total at Percentage						
	89.8	86.9	91.1	84.2	87.5	

Recommendation

- Scorer 1 - Kristin Booth, Program Specialist IV, Child Development Bureau
- Scorer 2 - Ellen Wheatley, Administrator, Child Development Bureau
- Scorer 3 - Jess Locke, Program Specialist II, Child Development Bureau
- Scorer 4 - Sue Foley, Program Specialist III, Child Development Bureau

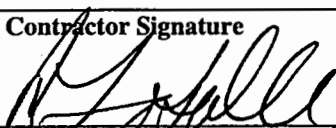
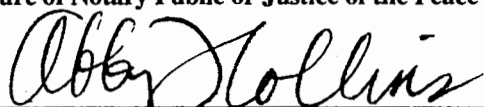

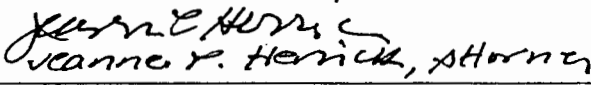
Subject: After School Provider Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth and Familie		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southeastern Regional Education Service Center, Inc.		1.4 Contractor Address 29 Commerce Drive Bedford, NH 03110	
1.5 Contractor Phone Number 603-206-6800 x801	1.6 Account Number 05-95-42-421110-29780000	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency John Harrington		1.10 State Agency Telephone Number 603-271-9540	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard LaSalle, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> <u>3/28/2013</u> On <u>3/28/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		ABBY COLLINS, Notary Public My Commission Expires September 23, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace Abby L Collins, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne R. Herrick, Attorney On: <u>9 Apr. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

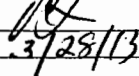
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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 price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this 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: 
Date: 3/28/13

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: 3/28/13

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.

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Timothy Mayes, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Southeastern Regional Education Service Center, Inc.
(Corporation Name) (SERESC)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 8/20/2012:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of educational services.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of March, 2013
(Date Contract Signed)

4. Richard La Salle is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Timothy K. Mayes
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 28th day of March 2013.

By Timothy K. Mayes
(Name of Clerk of the Corporation)

Abby Collins
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

ABBY COLLINS, Notary Public
My Commission Expires September 23, 2014



SERESC

Southeastern Regional Education Service Center, Inc.

29 Commerce Drive
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

RICHARD LASALLE
Executive Director

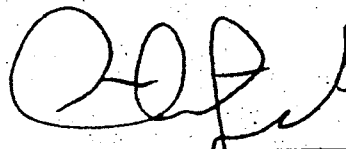
CERTIFICATE OF AUTHORITY

The Board of Directors of the Southeastern Regional Education Service Center, Inc. do hereby certify that Richard LaSalle is the duly appointed Executive Director of the Southeastern Regional Education Service Center, Inc. a New Hampshire Corporation duly existing under the law and having a principal place of business in Bedford, New Hampshire.


The Board also certifies that Richard LaSalle is authorized by the Board of Directors of the Southeastern Regional Education Service Center, Inc. to sign on behalf of the corporation; all contracts, agreements, documents, application for payment from the Governor and Council, state bodies and all other individuals and entities.

The Board further certifies that Richard LaSalle is authorized to execute on behalf of the Corporation; all contracts, agreements and other similar documents.

8/20/12
Date


Dr. Charles P. Littlefield, Chairperson
SERESC Board of Directors

The foregoing resolution has not been amended or revoked and remains in full force and effect as of 3/28/13


Timothy Mayes, Vice Chairperson, Clerk
SERESC Board of Directors

Abby L. Collins
Notary

ABBY COLLINS, Notary Public
My Commission Expires September 22, 2014

State of NH
County of Hillsborough
Signed by Timothy K. Mayes
on 3/28/13


Abby Collins, Notary

**EXHIBIT A
SCOPE OF SERVICES**

DATE: March 25, 2013

CONTRACT: AfterSchool Provider Support Contract

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

CONTRACTOR NAME Southeastern Regional Education Service Center, INC.

ADDRESS: 29 Commerce Drive, Bedford, NH 03110

TELEPHONE: 603-206-6800

REPRESENTATIVE: Richard LaSalle
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 The Contractor shall provide the following list of services and further described in Exhibit A, Attachment A of this Agreement. If a conflict exists between Exhibit A and Exhibit A, Attachment A, then Exhibit A shall prevail; and
- 1.4 To serve After School Licensed and Licensed-Exempt providers statewide with program expansion, technical assistance and training;

2. Services To Be Provided:

- 2.1 Perform the services of this contract in accordance with the following program goals:
 - a. Increase and retain the number of after school care slots in areas where there is an unmet need;

Southeastern Regional Education Service Center, Inc.
After School Provider Support
Exhibit A Scope of Services
Page 1 of 5

Contractor Initials: 

Date: 3/28/13

- b. Increase the number of credentialed after school providers in New Hampshire; and
- c. Strengthen collaboration with the Child Development Bureau (CDB), Department of Education (DOE), and after school stakeholders and organizations to facilitate the development or revision of policies and quality initiatives that affect after school providers;

2.2 **Goal #1:** Increase and retain the number of after school care slots in areas where there is an unmet need by;

- a. Conducting a formal needs assessment to identify the:
 - i. Priority municipalities in NH with the greatest need of support to increase and retain after school care slots; and
 - ii. Priority issues for after school providers in NH that prevent the growth or retention of after school care slots; and
- b. Create a comprehensive technical assistance program for NH providers that responds to the findings of the formal needs assessment;

2.3 **Goal #2:** Increase the number of credentialed after school providers in New Hampshire;

- a. Prepare a statewide training plan which shall include:
 - i. A continuum of training for after school providers that spans from Afterschool Basics to more advanced training;
 - ii. Professional development opportunities that meet NH's State Licensing and after school credential requirements;
 - iii. Distribution of certificates for providers that complete trainings, which shall include the Core Knowledge Area covered by the training;
 - iv. A master list of trainings to be offered, the Core Knowledge Area(s) covered, the date of the training, the location of the training, and the proposed trainer(s) with their professional qualifications;
 - v. A comprehensive evaluation mechanism to improve the quality of trainings;
- b. Develop and deliver state-wide trainings specific to an overview of the after school credential and how to apply;

-
- c. Create a formal technical assistance program to assist after school professionals obtain an after school credential;

2.4 **Goal #3:** Strengthen collaboration with the Child Development Bureau (CDB), Department of Education (DOE), and after school stakeholders and organizations to facilitate the development or revision of policies and quality initiatives that affect after school providers:

- a. Statewide partners, including, but not limited to the CDB, DOE, after school stakeholders, organizations, and institutions of higher learning and the NH Afterschool Coalition to develop a series of evidence-based Afterschool Basics training modules for providers; and
- b. The CDB and other stakeholders on other quality enhancement projects as initiated by the CDB, such as, but not limited to the development of an expanded Quality Rating and Improvement System to include after school programs.

Goal #4: To use technology as appropriate and feasible for purposes that may include, but not be limited to, training and technical assistance to after school providers, attending meetings, and information dissemination. During the contract period the contractor shall:

- a. Purchase and/or maintain the Child Care Aware® of America (formerly known as NACCRRA) membership at its own cost.
- b. Use the Internet to connect to the NACCRRA SDS (NDS); enter information and access the database. The contractor shall have a portion of the web server to host the NDS program and data. The administrator of the CDB and other bureau staff shall have access to the database at any time. The Child Care Program Improvement Specialist will serve as the administrator of the NDS.
- c. Have a written technology policy governing permitted use of of the NDS database and data by the Afterschool contract staff, said policy to have the approval of NH DHHS.
- d. Adhere to policies governing the use of the NDS for all users.
- e. Establish email lists of after-school providers for information dissemination.

3. Staff Qualifications

- a. The contractor shall provide knowledgeable staff, who are credentialed by the Afterschool Master Professional Lattice, starting July 1, 2011, to perform the corresponding duties in the table below:

Duties	Credential Level
Hired to Provide Training or Workshops	Trainer, Faculty, or Allied Professional
Mentoring	Individual Mentor
Technical Assistance	Program Consultant or Allied Professional

- b. The contractor shall require that all staff, sub-contractors, and volunteers working on this project, who come in contact with children, receive background and central registry checks; and

Contractor Initials: DL

Date: 3/28/13

- c. Sub-contractors or volunteers may only receive compensation provided by this contract if the time spent participating in contract activities is not paid by another employer or funding source.

4. Records and Reports

- a. The contractor shall provide quarterly qualitative and quantitative reports on forms provided by the CDB, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the CDB Child Care Program Improvement Specialist;
- b. The contractor shall meet with the CDB Child Care Program Improvement Specialist as requested, usually following the submission of the quarterly report:
 - i. Twice per year in person; and
 - ii. Twice per year by phone;
- c. The contractor shall contact the CDB Child Care Program Improvement Specialist in the interim with any questions or concerns regarding the contract, its stipulations or their ability to meet the contractual requirements;
- d. The contractor shall compile a final performance review report at the end of the two-year contract. The report shall be forwarded along with the final billing within 60 days of the conclusion of the contract period;
- e. The Contractor shall submit a final work-plan within 30 calendar days from the beginning of the contract or contract renewal;
- f. Maintain detailed supporting documentation for these reports, which shall be available for the State of New Hampshire to review upon request and shall be available for up to seven (7) years after the contract end date;
- g. Allow a team or person authorized by the State of New Hampshire to periodically review the Contractor's systems of governance, administration, and clinical and financial management in order to assure systems are adequate to provide the contracted services. Reviews shall include records in effort to measure compliance;
- h. ~~Make corrective actions as advised by the State of New Hampshire reviewer if contracted services are not found to be in compliance with the contract; and~~
- i. State of New Hampshire may waive its right to conduct onsite reviews if the Contractor's reports required by this contract are appropriately submitted and indicate satisfactory provision of services as determined solely by the State of New Hampshire.

5. Performance Measures

- a. The number of new after school slots in programs, 3 months after the end of technical assistance (80% must come from priority municipalities);
- b. The number of after school slots retained in programs, 3 months after the end of technical assistance (80% must come from priority municipalities);
- c. The number of programs that receive comprehensive technical assistance;
- d. The number of Afterschool Basics trainings provided;
- e. The number of attendees at Afterschool Basics trainings;
- f. The number of more advanced trainings provided;
- g. The number of attendees at advanced trainings;
- h. The number of NH Afterschool Credential trainings provided;
- i. The number of attendees at NH Afterschool Credential trainings;
- j. The number of individuals who start a formal technical assistance program for the after school credential;
- k. The number of individuals who complete a formal technical assistance program for the after school credential; and
- l. The number of individuals who are awarded a NH Afterschool credential within 3 months of the completion the formal technical assistance program.

PZ

3/28/13

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: Southeastern Regional Education Service Center, INC.

Program Period: July 1, 2013 through June 30, 2015
Or Date of Governor & Executive Council approval, whichever is later

1. This Contract is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, Discretionary funds in the amount of \$300,000.00. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Contract, the State agency agrees to purchase from the Contractor services in the amount not to exceed \$300,000.00 for services provided during the program period specified above.
2. Quarterly payments shall be made to the Contractor subject to the following conditions:
 - 2.1 Payments shall be made on a quarterly cost reimbursement for actual expenditures up to the total contract price incurred in the fulfillment of this agreement. The invoice, which shall be provided by DHHS after the approval of Governor & Executive Council, must be sent to:

John Harrington, Contract Specialist
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant St., Concord, New Hampshire 03301;
 - 2.2 In lieu of hard copies, invoices may be assigned an electronic signature and be e-mailed to: john.h.harrington@dhhs.state.nh.us;
 - 2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibits B-1 and B-2. If applicable, this will include drawing down match funds consistently throughout the contract period. Any adjustment to a line item in excess of 10% of the original budget lines will require the prior written approval of the State. The Contractor must include a detailed explanation and revised line item budget figures;
 - 2.4 Payments may be withheld pending receipt of required reports as defined in Exhibit A;
 - 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the Services provided, or if the said Services have not been completed in accordance with the terms and conditions of this Agreement; and

2.6 A final payment request shall be submitted no later than sixty (60) days after the end of each fiscal year. Failure to submit the final invoice by that date may result in non-payment.

3. When the Contract Price limitation is reached, the program shall continue to operate at full capacity at no charge to the Division for Children, Youth and Families for the duration of the Contract Period.

Contractor Initials: RL

Date: 3/28/13

State of New Hampshire
Department of Health and Human Services

Division for Children, Youth and Families

EXHIBIT B-1
PERSONNEL DATA - SERESC
State Fiscal Year 2014

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2014 (7/1/13-6/30/14)
1	Susan Gimilaro	Project Director	\$ 78,131.00	75%	\$ 62,505.00
2	Dian McCarthy	Project Assistant	\$ 28,503.00	75%	\$ 21,377.00
3			\$ -		\$ -
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					
9					
	Total:		\$ 96,008.00		\$ 83,882.00

State Fiscal Year 2015

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2015 (7/1/14-6/30/15)
1	Susan Gimilaro	Project Director	\$ 78,131.00	75%	\$ 62,505.00
2	Dian McCarthy	Project Assistant	\$ 28,503.00	75%	\$ 21,377.00
3			\$ -		\$ -
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
	Total:				\$ 83,882.00

New Hampshire Department of Health and Human Services

Bidder/Program Name: BOOST NH at SERESC

Budget Request for: 13-DCYF-CDB-ASPS-16
(Name of RFP)

Budget Period: 7/1/13 - 6/30/14

1. Total Salary/Wages	\$83,882.00	\$	\$83,882.00	\$5,500.00	\$89,382.00	
2. Employee Benefits	\$1,870.00	\$	\$1,870.00	\$1,870.00	\$3,740.00	
3. Consultants	\$42,989.00	\$	\$42,989.00	\$	\$42,989.00	
4. Equipment:	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	
Purchase/Depreciation	\$1,000.00	\$	\$1,000.00	\$		
5. Supplies:		\$	\$	\$	\$	
Educational	\$1,200.00		\$1,200.00	\$	\$1,200.00	
Office	\$800.00		\$800.00	\$500.00	\$1,300.00	
6. Travel	\$4,500.00	\$	\$4,500.00	\$	\$4,500.00	
	\$	\$4,125.00	\$4,125.00	\$	\$4,125.00	
7. Occupancy						per square foot
8. Current Expenses	\$		\$	\$	\$	
Telephone	\$	\$150.00	\$150.00	\$	\$150.00	percent of use
	\$	\$50.00	\$50.00	\$	\$50.00	
Postage						percent of cost
Subscriptions	\$	\$	\$	\$	\$	
	\$	\$50.00	\$50.00	\$	\$50.00	percent of revenue
Audit and Legal	\$	\$206.00	\$206.00	\$	\$206.00	percent of liability
Insurance	\$	\$3,380.00	\$3,380.00	\$	\$3,380.00	allocation of hours
Board Expenses						
9. Software	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$2,148.00	\$	\$2,148.00	\$	\$2,148.00	
11. Staff Education and Training	\$500.00	\$	\$500.00	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	
						allocation of hours
13. Other (specific details mandatory):	\$	\$3,150.00	\$3,150.00	\$	\$3,150.00	
TOTAL	\$138,889.00	\$11,111.00	\$150,000.00	\$7,870.00	\$156,370.00	

Indirect As A Percent of Direct 8.00%
 Other = Business Office and Technology Office Support

Contractor Initials: AL
 Date: 3/28/13

New Hampshire Department of Health and Human Services
 Bidder/Program Name: BOOST NH at SERESC
 Budget Request for: 13-DCYF-CDB-ASPS-16
 (Name of RFP)
 Budget Period: 7/1/13 - 6/30/14

1. Total Salary/Wages	\$83,882.00	\$	\$83,882.00	\$5,500.00	\$89,382.00	
2. Employee Benefits	\$1,870.00	\$	\$1,870.00	\$1,815.00	\$3,685.00	
3. Consultants	\$44,989.00	\$	\$44,989.00	\$	\$44,989.00	
4. Equipment:	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	
Purchase/Depreciation		\$		\$		
5. Supplies:		\$	\$	\$	\$	
Educational	\$1,200.00		\$1,200.00	\$	\$1,200.00	
Office	\$800.00		\$800.00	\$500.00	\$1,300.00	
6. Travel	\$3,500.00	\$	\$3,500.00	\$	\$3,500.00	
7. Occupancy	\$	\$4,125.00	\$4,125.00	\$	\$4,125.00	per square foot
8. Current Expenses	\$		\$	\$	\$	
Telephone	\$	\$150.00	\$150.00	\$	\$150.00	percent of use
Postage	\$	\$50.00	\$50.00	\$	\$50.00	percent of cost
Subscriptions	\$	\$	\$	\$	\$	
Audit and Legal	\$	\$50.00	\$50.00	\$	\$50.00	percent of revenue
Insurance	\$	\$206.00	\$206.00	\$	\$206.00	percent of liability
Board Expenses	\$	\$3,380.00	\$3,380.00	\$	\$3,380.00	allocation of hours
9. Software	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$2,148.00	\$	\$2,148.00	\$	\$2,148.00	
11. Staff Education and Training	\$500.00	\$	\$500.00	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	
13. Other (specific details mandatory)	\$	\$3,150.00	\$3,150.00	\$	\$3,150.00	allocation of hours
TOTAL	\$138,889.00	\$11,411.00	\$150,000.00	\$7,815.00	\$157,315.00	

Indirect As A Percent of Direct 8.00%
 Other = Business Office and Technology Office Support

Contractor Initials: PL
 Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

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

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

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

SERESC, Inc. From: 7/1/13 To: 6/30/15
(Contractor Name) (Period Covered by this Certification)

Richard La Salle, Executive Director
(Name & Title of Authorized Contractor Representative)

 3/28/2013
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

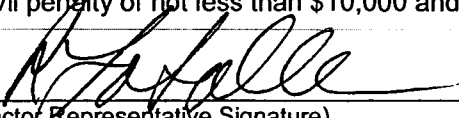
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI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

Contract Period: _____ through _____

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



(Contractor Representative Signature)

Richard La Salle, Executive Director


(Authorized Contractor Representative Name & Title)

SERESC, Inc.

(Contractor Name)

March 28, 2013

(Date)

Contractor Initials: 
Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials:

Date: 3/28/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Richard La Salle, Executive Director

(Authorized Contractor Representative Name & Title)

SERESC, Inc.

(Contractor Name)

March 28, 2013

(Date)

Contractor Initials: AL

Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Richard La Salle, Executive Director

(Authorized Contractor Representative Name & Title)

SERESC, Inc.

(Contractor Name)

March 28, 2013

(Date)