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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

January 22, 2020

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

**REQUESTED ACTION**

Authorize the Department of Education to amend the **sole source** contract, with Pyramid Model Consortium (PMC) of Fort Collins, CO (vendor code 274159), by increasing the price limitation by \$98,577 from \$221,000 to \$319,577, and extending the end date from June 30, 2020 to June 30, 2021, to provide additional services to support New Hampshire's Pyramid Model implementation, scale-up and sustainability efforts with the goal of improving social-emotional outcomes of young children, effective upon Governor and Council approval. Governor and Council originally approved this contract on March 21, 2018, (Item #61). 100% Federal Funds.

Funds to support this request are available in the account titled State Professional Development in Fiscal Year 2020 & Fiscal Year 2021, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

06-56-56-562010-25060000-072-509073 Grants - Federal

Fiscal Year	Current Budget	Increase	New Modified Budget
2018	\$45,000	\$0	\$45,000
2019	\$131,000	\$0	\$131,000
2020	\$45,000	\$33,577	\$78,577
2021	\$0	\$65,000	\$65,000
Total	\$221,000	\$98,577	\$319,577

**EXPLANATION**

This amendment is **sole source** because the PMC is the national organization that is the source of the Pyramid Model Framework, the evidence-based framework that supports social-emotional competence in infants and young children, in which the work of this grant is grounded. The PMC members include the original authors of the Framework and they are the only source of validating the assessors of the fidelity tool that monitors implementation practices.

Since early 2015, the PMC has provided the NH Department of Education technical assistance to support the development of a cross-sector, statewide Pyramid Model leadership team that informs and supports our State Systemic Improvement Plan and State Personnel Development Grant which are focused on improving the social-emotional outcomes for preschool children with disabilities. Their expertise and national perspective in implementing the Pyramid Model Framework is unique to their organization as they partner with 28 other states doing similar work. The purpose of this contract is for the PMC to continue providing high quality expert consultants for Pyramid Model trainings as the state works to support implementation of the Pyramid Model.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The evaluation assesses the degree to which the NH State Personnel Development Grant meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:PFD  
Enclosures

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and Pyramid Model Consortium., hereinafter "the Contractor," and pursuant to an agreement between the parties that was originally approved by Governor and Council on March 21, 2018, (Item #61) hereby agree to modify same as follows:

1. Amend Section 1.7 Completion Date by removing June 30, 2020 and replacing with June 30, 2021
2. Amend Section 1.8 Price Limitation by removing \$221,000 and replacing with \$319,577
3. Remove Exhibit A "SCOPE OF SERVICES" and replace with Exhibit B-1 "SCOPE OF SERVICES"
4. Remove Exhibit B "BUDGET" and replace with Exhibit C-1 "METHOD OF PAYMENT"
5. Remove Exhibit C "SPECIAL PROVISIONS" and replace with Exhibit A-1 "SPECIAL PROVISIONS"
6. Add Exhibit D "Contractor Obligations"
7. Add Exhibit E "Debarment and Suspension"
8. Add Exhibit F "Anti-Lobbying"
9. Add Exhibit G "Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality"
10. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
11. This modification shall be effective on the date of approval by Governor and Council.
12. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office

By:  2-6-2020  
Frank Edelblut, Commissioner of Education Date

Pyramid Model Consortium

By:  1/16/20  
Robert M Corso, Executive Director Date

STATE OF Colorado

County of Larimer

On this the 16<sup>th</sup> day of January, 2020 before me, Chris MacQuiddy, the undersigned officer, personally appeared Robert Corso known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

**CHRISTOPHER MACQUIDDY**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20194045464**  
**MY COMMISSION EXPIRES 12/05/2023**

Christopher MacQuiddy  
Notary Public/Justice of the Peace

12/5/23  
Commission Expires

Approved as to form, substance and execution by the Attorney General this 14 day of February, 2020.

[Signature]  
Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_

**EXHIBIT A-1  
SPECIAL PROVISIONS**

Additional Exhibits D – G.

**EXHIBIT B-1**  
**SCOPE OF SERVICES**

The Pyramid Model Consortium provides state capacity building professional development and services to promote Community- and Program-Wide adoption of the Pyramid Model through a systemic effort to implement the Pyramid Model to fidelity. The model ensures that programs are attending to both the adoption of evidence-based practices and the development of the infrastructure to support the durable implementation of those practices. The Pyramid Model Consortium will support NH's development of a systemic plan for adoption that addresses the universal, secondary and tertiary interventions and support.

The contractor will:

- Coordinate the provision of professional development by expert national consultants to support Pyramid Model implementation in iSocial communities. Trainings through June 30, 2020 include but are not limited to:
  - Two Cohorts of the online *Pyramid Model Infant/Toddler Module Series* Trainings
  - Two Cohorts of the online *Pyramid Model Preschool Module Series* Trainings
  - Two Cohorts of the online *Trauma-Informed Care: Addressing Trauma through the Pyramid Model Lens* Trainings
  - One in-person *Trauma-Informed Care: Addressing Trauma through the Pyramid Model Lens* Training
  - One in-person *Implicit Bias: From Awareness to Positive Change* Training
  - Implicit Bias Training for iSocial Practice-based Coaches to support their work on Leadership Teams
  - One in-person *Prevent-Teach-Reinforce for Young Children (PTR-YC)* Training
  - Facilitation of one *Prevent-Teach-Reinforce for Young Children (PTR-YC)* Professional Learning Community (PLC)
- Coordinate the provision of professional development by expert national consultants and NH Master Cadre trainers to support Pyramid Model implementation in iSocial communities for FY 2021. Training topics will be determined based on needs in iSocial Communities and will include but will not be limited to:
  - *Pyramid Model Infant/Toddler Module Series* Trainings
  - *Pyramid Model Preschool Module Series* Trainings
  - *Trauma-Informed Care: Addressing Trauma through the Pyramid Model Lens* Trainings
  - *Implicit Bias: From Awareness to Positive Change* Training
  - *Prevent-Teach-Reinforce for Young Children (PTR-YC)* Training
  - *Prevent-Teach-Reinforce for Young Children (PTR-YC)* Professional Learning Community (PLC)

**EXHIBIT C-1  
METHOD OF PAYMENT**

**BUDGET**

	FY20	FY21
Personnel	\$59,000	\$48,500
Travel	\$10,250	\$7,700
Supplies	\$3,840	\$4,000
Indirect	\$5,487	\$4,800
<b>TOTAL</b>	<b>\$78,577</b>	<b>\$65,000</b>

Limitation on Price: This contract will not exceed \$319,577

Source of Funding:

Funds to support this request are available in the account titled State Professional Development in Fiscal Year 2020 & Fiscal Year 2021, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY20</u>	<u>FY21</u>
06-56-56-562010-25060000-072-509073 Grants - Federal	\$33,577	\$65,000

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th of the following month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Submit invoices to:  
 Penny Duffy – Grants & Contracts Technician  
 NH Department of Education  
 Bureau of Student Support  
 101 Pleasant Street  
 Concord, New Hampshire 03301

## EXHIBIT D CONTRACTOR OBLIGATIONS

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

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

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

### **Breach**

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

### **Fraud and False Statements**

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

### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

### **Procurement of Recovered Materials**

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



**EXHIBIT E**  
**FEDERAL DEBARMENT AND SUSPENSION**

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

**EXHIBIT F**  
**ANTI-LOBBYING**

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification: The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

## EXHIBIT G

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

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

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

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

#### Confidentiality

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

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

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

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

#### Ownership of Intellectual Property

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

# State of New Hampshire

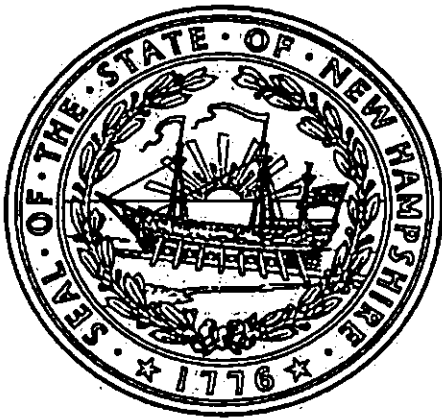
## Department of State

### CERTIFICATE

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

Business ID: **787433**

Certificate Number: **0004761171**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of January A.D. 2020.

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

William M. Gardner  
Secretary of State

January 14, 2020

Penny Duffy  
Grants & Contracts Technician  
NH State Personnel Development Grant  
New Hampshire Department of Education  
Bureau of Student Support  
101 Pleasant Street - Concord, NH 03301

Dear Ms. Duffy,

This letter confirms that Dr. Rob Corso, Executive Director of the Pyramid Model Consortium, continues to have full authority to sign contracts on behalf our organization and according to procedures outlined in Pyramid Model Consortium Board Policy.

Please feel free to contact me with additional information as needed.

Sincerely,



Julie Betchkal  
PMC President  
julie.betchkal@gmail.com





PYRAM-2

OP ID: BS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2020

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

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

<b>PRODUCER</b> Brown & Brown Inc 4532 Boardwalk Dr, Suite 200 Fort Collins, CO 80525 House Account	970-482-7747	<b>CONTACT NAME:</b> House Account <b>PHONE (A/C, No, Ext):</b> 970-482-7747 <b>FAX (A/C, No):</b> 970-484-4165 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Pyramid Model Consortium 5702 Felling Water Dr. Fort Collins, CO 80528		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	BUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab				06/01/2019	06/01/2020	E&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AC Proof of Insurance)

rate Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

NEWHAME

New Hampshire  
Department of Education  
Bureau of Student Support  
101 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  
House Account



N

61 B



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

January 26, 2018

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education, Bureau of Special Education, to enter into a **sole source** contract with the Pyramid Model Consortium (PMC) of Fort Collins, CO (274159), in the amount of \$221,000.00, to expand the implementation of NH's State Systemic Improvement Plan, effective upon Governor and Council approval through June 30, 2020. (100% Federal funds)

Funds to support this request are available in account titled State Professional Development and are anticipated to be available in FY 2020 upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
06-056-056-562510-25060000-102-500731	\$45,000	\$131,000	\$45,000
Contracts for Program Services			

**EXPLANATION**

This contract is **sole source** because the PMC is the national organization that is the source of the Pyramid Model Framework, the evidence-based framework that supports social-emotional competence in infants and young children, in which the work of the newly awarded State Personnel Development Grant is grounded. The PMC members include the original authors of the Framework and they are the only source of validating the assessors of the fidelity tool that monitors implementation practices.

Since early 2015, The PMC has provided the NH Department of Education technical assistance to support the development of a cross-sector, statewide Pyramid Model leadership team that informs and supports our State Systemic Improvement Plan which is focused on improving the social-emotional outcomes for preschool children with disabilities. Their expertise and national perspective in implementing the Pyramid Model Framework is unique to their organization as they partner with 28 other states doing similar work. The purpose of this contract is for the PMC to continue their support with a focus on



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

Page 2

January 26, 2018

building the infrastructure for a statewide master cadre of Pyramid Model content coaches and trainers to support implementation and sustain the work in New Hampshire beyond the life of the grant. A master cadre of New Hampshire coaches and trainers will localize experts so we are not reliant on national experts to support our efforts moving forward.

The PMC will also support our efforts to engage families by providing training to NH facilitators in the *Positive Solutions for Families* training series (the Pyramid Model companion parent training series). These NH facilitators will then train families engaged in our work now and in the future.

Lastly, the PMC will support our efforts to disseminate information by providing content for our resource-rich NH Department of Education website that will house all materials developed under the grant as well as other applicable resources.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:PFD

Enclosures


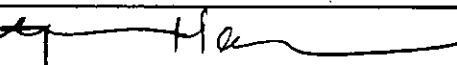
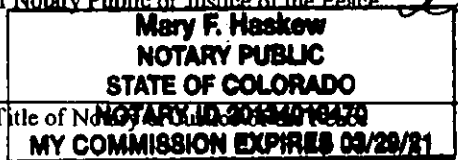
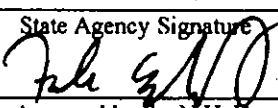
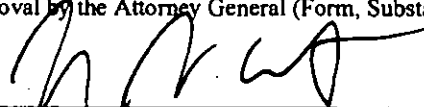
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education, Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord NH 03301	
1.3 Contractor Name Pyramid Model Consortium		1.4 Contractor Address 5702 Falling Water Dr Fort Collins CO 80528	
1.5 Contractor Phone Number 217-390-0403	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$221,000
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert M. Corso, Exec. Director	
1.13 Acknowledgement: State of _____, County of _____ On Feb. 9, 2018, 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]			
		1.13.2 Name and Title of Notary Public Mary F. Haskew - Notary	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDEBLUT, Commissioner of Education	
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) (if applicable) By:  On: 3/7/18			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials RMZ  
Date 2/9/18

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

PMC

2/9/18

## EXHIBIT A

### Scope of Services

Pyramid Model Consortium promotes the high fidelity use of the *Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children* by providing state capacity building professional development and services.

The contractor will:

- Provide training and support to a minimum of 3-5 state-level Pyramid Model expert trainers and content coaches to build the infrastructure for a statewide master cadre of trainers/coaches to support implementation to fidelity.
- In collaboration with the SSIP/SPDG State Leadership Team, develop and implement a plan to sustain the Master Cadre
- Provide direct coaching to support the Master Cadre
  - Support content coaches in a professional learning collaborative (PLC) to train them to move forward as master cadre (pay for coaches to participate and pay for consortium to coach)
  - Provide coaching support to individual potential Master Cadre
- Support the development of a model for training the trainers and conducting the training
- Support the SSIP/SPDG State Leadership Team in developing a plan to implement Positive Solutions for Families (and Parents Interacting with Infants)
- Provide Positive Solutions (and Parents Interacting with Infants) training and coaching support.
- Provide state level technical assistance and support to the SSIP/SPDG State Leadership Team by providing national perspective in activities including but not limited to:
  - Completing the Benchmarks of Quality
  - Developing action plans based on the BoQ
  - Defining project community collaboratives
  - Developing an application for community collaboratives
  - Planning for sustainability and effective statewide scale-up by coordination with PM State Leadership Team
  - Provide input to create and implement a plan to support the development of behavioral specialists
- Support Content development for project website

## EXHIBIT B

<u>Budget</u>	FY 18	FY 19	FY 20	Total
Personnel	\$32,000	\$91,500	\$32,000	\$155,500
Travel	\$8,000	\$24,000	\$8,000	\$40,000
Supplies	\$2,000	\$6,000	\$2,000	\$10,000
Indirect Costs	\$3,000	\$9,500	\$3,000	\$15,500
<b>TOTAL</b>	<b>\$45,000</b>	<b>\$131,000</b>	<b>\$45,000</b>	<b>\$221,000</b>

**Limitation of Price:** Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation of \$221,000.

**Source of Funding:** Funding for this contract is 100% Federal Funds from the account title, State Professional Development, as follows;

06-056-056-562510-25060000-102-500731      Contracts for Program Services

**Method of Payment:**

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Invoices with summary of activities will be submitted to:

Penny Duffy  
Department of Education  
Bureau of Special Education  
SPDG  
101 Pleasant Street  
Concord, NH 03301

**EXHIBIT C**  
**Special Provisions**

none

Initials: ML  
Date: 2/19/18



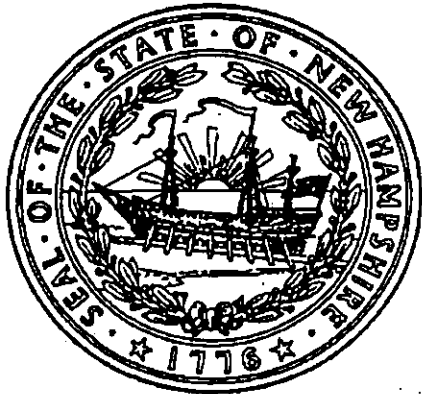
**State of New Hampshire**  
**Department of State**

**CERTIFICATE OF REGISTRATION OF**  
**PYRAMID MODEL CONSORTIUM**  
**A FOREIGN NONPROFIT CORPORATION**

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **PYRAMID MODEL CONSORTIUM** for a Certificate of Registration to transact business in this State, duly signed pursuant to the provisions of Voluntary Corporations and of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Registration to **PYRAMID MODEL CONSORTIUM** to transact business in this State under the name of **PYRAMID MODEL CONSORTIUM** and attaches hereto a copy of the Application for such Certificate.

Business ID: 787433



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of February 2018 A.D.

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

William M. Gardner  
Secretary of State

February 8, 2018

Barbara J. Dauphinais, Program Specialist  
Bureau of Special Education  
101 Pleasant Street  
Concord, New Hampshire 03301

Dear Ms. Dauphinais,

This letter confirms that Dr. Rob Corso, Executive Director of the Pyramid Model Consortium, continues to have full authority to sign contracts on behalf of our organization. Please feel free to contact me with additional information as needed.

Sincerely,



Susan P. Zeiders  
President, PMC Board of Directors  
6340 Flank Drive  
Harrisburg, PA 17112  
717-829-1711

**Pyramid Model Consortium**



**Pyramid Model Consortium Board of Directors Meeting Notes**

**Date: December 8, 2016**

**Members Present: Matt Timm, Rosemarie Allen, Donna Nylander, Linda Broyles, Lisa Backer**

Item #	Motion	Decision/Action/Outcome/Who is responsible
<p>Conduct and delegate to attorney or Gov't related activities of the corporation</p>	<p>I hereby make a motion that the Pyramid Model Consortium Board is reaffirming that Rob Corso is hereby authorized and empowered for and on behalf of the Pyramid Model Consortium, to execute all applications, notices, bonds, tax returns, tax information disclosure authorizations, IRS Form 1023 and any other instruments, claims, offers in compromise, letters, writings, and papers, and to otherwise act for and on behalf of the corporation in dealing with the Internal Revenue Service, the Colorado Department of Revenue, the Colorado Secretary of State, and any other federal, state, or local governmental authority in connection with the laws and regulations administered by that governmental entity. Rob Corso is hereby authorized and empowered, for and on behalf of the corporation to receive any and all notices, papers, and letters from any government agency in connection with all such matters. Rob Corso is authorized and empowered for and on behalf of the corporation, to do all that is essential in connection with any government agency, and take such actions and execute any and all such documents and instruments as may be necessary or proper to conduct such activities of the corporation.</p>	<p>Motion: Lisa Backer Second: Matt Timm</p> <p>Motion passes via e-vote on 12/8/16</p> <p><i>Robert M Corso</i> 2/9/18</p> <p>State of Colorado County of Larimer Subscribed and Sworn to Before Me This <u>9<sup>th</sup></u> Day of <u>February</u> 20 <u>18</u> by <u>Robert Corso</u> <u>3/29/21</u> My Commission Expires <u>[Signature]</u> Notary Public</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p><b>Mary F. Haskew</b> NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134010470 MY COMMISSION EXPIRES 03/29/21</p> </div>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2018

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).

<b>PRODUCER</b> Brown & Brown Inc 4532 Boardwalk Dr, Suite 200 Fort Collins, CO 80525 House Account	<b>CONTACT NAME:</b> House Account <b>PHONE (AC, No, Ext):</b> 970-482-7747 <b>FAX (AC, No):</b> 970-484-4165 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pyramid Model Consortium 5702 Falling Water Dr. Fort Collins, CO 80528	<b>INSURER A:</b> Philadelphia Indemnity Ins Co	NAIC # 18058
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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.

LINE LTR	TYPE OF INSURANCE	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  NEW HAMPSHIRE  New Hampshire Department of Education 101 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE House Account



**PRINCIPAL STAFF**

**Robert Corso**

**Contractor**

**Kristin Tenney-Blackwell**

**Contractor**

**September Gerety**

**Contractor**

# Robert M. Corso

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## EDUCATIONAL BACKGROUND

- 2000      Ph.D. in Special Education  
University of Illinois at Urbana-Champaign  
Areas of Emphasis: Early Childhood and Program Evaluation
- 1993      Ed.M. in Curriculum & Instruction  
University of Illinois at Urbana-Champaign  
Area of Emphasis: Early Childhood Education
- 1990      B.S. in Accountancy  
University of Illinois at Urbana-Champaign

## PROFESSIONAL EXPERIENCE

- 2014-Present    **PYRAMID MODEL CONSORTIUM**  
*Executive Director*
- 2010-2015      **HEAD START CENTER ON QUALITY TEACHING AND LEARNING**  
Vanderbilt University - Nashville, TN  
*Project Coordinator/Co-Principal Investigator*  
Direct project activities around state training, strategic planning, and outreach.
- 2008-2012      **CENTER ON EFFECTIVE MENTAL HEALTH CONSULTATION**  
Vanderbilt University - Nashville, TN  
*Staff*  
- Develop products related to Mental Health Consultation and the Pyramid Model
- 2002-2012      **CENTER ON THE SOCIAL AND EMOTIONAL FOUNDATIONS FOR EARLY LEARNING,** Vanderbilt University - Nashville, TN  
*Assistant Research Professor/Project Coordinator*  
- Director project activities around training, strategic planning, and outreach activities.  
- Manage fiscal activities for the Center and its subcontractors
- 1998-2010      **HILTON/EARLY HEAD START TRAINING PROGRAM,** Rohnert Park, CA  
*Evaluation Coordinator*  
- Measured short- and long-term outcomes, utilizing the philosophy of continuous improvement is interwoven into every aspect of the program design and evaluation.  
- Developed a wide variety of methods of data collection are used, including team applications, questionnaires, participant focus groups, and interviews.

- Utilized a variety of strategies are used to evaluate strengths and weaknesses, identify obstacles to goal achievement, reflect on current successes, and identify further resources and information needed.

2001-2003

**GREAT LAKES QUALITY IMPROVEMENT CENTER FOR DISABILITY**

**SERVICES**: Champaign, IL

*Co-Principal Investigator/ Director*

- Manage training and technical assistance network for Head Start/Early Head Start grantees in Illinois, Indiana, Ohio, Wisconsin, Minnesota and Michigan
- Coordinate strategic planning and evaluation efforts to measure the impact of the training and technical assistance provided to early childhood programs

1998-2002

**CLAS EARLY CHILDHOOD RESEARCH INSTITUTE**: Champaign, IL

*Project Coordinator*

- Managed day-to-day operations of the work of the Institute
- Present and disseminate information regarding the work of the project

*Evaluation Coordinator*

- Coordinated the evaluation activities for a large-scale federal research project examining issues of culture and language in early childhood and early intervention
- Developed both quantitative and qualitative measurements to determine the impact of the project activities
- Simultaneously collected and analyzed data from multiple sources

1994-1997

**PRESBYTERIAN MEDICAL SERVICES**: Farmington, NM

*Administrator, Home-Based Programs:*

- Managed Early Intervention Services, Disabled & Elderly and HIV/AIDS Medicaid Waiver Case Management, and Coordinated In-Home Care programs.
- Assisted in administration and oversight of program operations including
  - \* Early Intervention
  - \* Head Start and Infant/Toddler Care

*Program Director, Little Feet Child Development Centers:*

- Handled all matters related to day to day administration and operation and the implementation of the educational curriculum for children birth to five years old.

1990-1994

**CRISIS NURSERY IN CHAMPAIGN COUNTY**: Urbana, IL

*Program Coordinator:*

- Worked in collaboration with community agencies providing services to the homeless, women in transition, and families experiencing domestic violence.



**Kristin A. Tenney-Blackwell, M.A., LLP, IMH-E**

(2- )  
Em  
License Number • Michigan #6301013134  
Infant Mental Health Endorsement, Michigan, IMH-E

**ACADEMIC PREPARATION**

New York University, New York, NY 2003  
Educational Psychology, 3.98/4.0 G.P.A.  
Pi Lambda Theta, Honor Society  
Department of Applied Psychology, M.A.

Michigan State University, East Lansing, MI 1994  
Materials and Logistics Management, 3.25/4.0 Major G.P.A., B.A.

**AREA OF SPECIALIZATION**

Promoting young children's social emotional development; caregiver-child relationships and attachment; reflective supervision and consultation; infant and early childhood mental health consultation; approaches to professional development and supporting families and teachers to use evidence based practices; high-quality, culturally responsive, relationship based services; engaging strength-based coaching and support to promote self-reflection and sustainable change

**EXPERIENCE**

**LECTURER**

The University of Michigan – Dearborn, College of Education, Health and Human Services, Dearborn, MI (2015)

- Teaching EDC 414/514, Young Children with Special Needs

**CONSULTANT and ADJUNCT FACULTY**

Research Foundation of City University of New York : Professional Development Institute, New York, NY (2012-2015)  
CUNY School of Professional Studies, New York, NY (2014)

- Provide consultation and coaching to Directors, teachers and staff to support the improvement of quality and strengthen relationships between all partners
- Collaborate as part of a team in the design, implementation and presentation of professional development opportunities and related activities to support quality improvement and sustainable relationships
- Provide leadership to program staff to formulate and implement a responsive work plan based on a thorough assessment of the strengths and areas of opportunity for growth
- Support and facilitate learning around early childhood development, reflective practice, cultural awareness and responsiveness, and observation as a strategy through supportive activities and experiences
- Supervised student fieldwork experiences in infant and early childhood placements

**CONSULTANT**

ZERO TO THREE, Washington, DC (2009-2011)  
Vanderbilt University, Nashville, TN (2010-2013, 2016-present)  
Pyramid Model Consortium (2015-present)

- Support national and statewide implementation and systems building efforts and initiatives related to program-wide positive behavior support
- Provide training, technical assistance and consultation activities that support the high fidelity implementation of the Pyramid Model
- Develop training materials and provide professional development and support related to trauma informed care
- Collaborate with colleagues within the National Center on Health to support the development of resources and professional development related to infant and early childhood mental health
- Oversee and provide coaching support to field coaches implementing PBC (Practice-Based Coaching) within 28 early childhood programs
- Coaching, consultation and training for trainers and technical assistance providers in the area of home visiting, specifically Parents Interacting with Infants and Toddlers (PIWI)
- Gather information, edit and write material for the *CSEFEL Infant and Toddler* training modules, as well as develop other program materials regarding young children's social emotional development
- Develop and facilitate customized trainings and conference sessions to support NCQTL (National Center on Quality Teaching and Learning) efforts in the areas of school readiness, practice-based coaching, high-quality early childhood program practices, child outcomes and family engagement

**CONSULTANT**

Lee Institute, Charlotte, NC (2008-2011)

- Provided consultation and technical assistance to child protective service (CPS) workers working with families with children birth to five years
- Identified, developed and provided training and materials to enhance the knowledge of CPS workers regarding infant mental health, child development, risk, resilience and trauma, social-emotional adjustment and mal-adaptation, and healthy patterns of parent-child interaction
- Developed individualized strategies and supported the goal planning process to help address child, family and/or program issues that reflect the unique cultures, skills, strengths, needs and preferences of the child, family and adult caregivers
- Participated in and supported reflective case consultation with CPS workers

**CONSULTANT and CERTIFIED NATIONAL TRAINER**

Devereux Center for Resilient Children, Villanova, PA (2007-present)

- Collect and analyze research data and reviews focusing on infant and toddler social and emotional health in early care and education settings, as well as social and emotional health of young children (birth to six) in foster care
- Co-authored the *Devereux Early Childhood Assessment for Infants and Toddlers Strategies Guide*
- Co-authored the *Devereux Foster Caregiving Reflective Checklist* and supportive strategies for children birth to six years of age - *Your Journey Together Through the Child Welfare System: Building resilience in young children and families*
- Authored research overview section of the Facilitator Guide to support Devereux's *Your Journey Together: Building Resilience in Foster Care*

**CONSULTANT and INFANT AND EARLY CHILDHOOD CONSULTANT**

Early Childhood Investment Corporation (Grant), Lansing, MI (2011)

ACRDC Early Head Start and Head Start, Allegan, Michigan (2004, 2010-2016)

Childcare Enhancement Project, CARE, State of Michigan, Calhoun County (2005-2009)

Casa Central Head Start, Chicago, Illinois (2004-2009)

Ounce of Prevention Fund (Grant), Chicago, Illinois (2008-2010)

Michigan Migrant Early Head Start and Head Start (2005, 2007, 2008)

Newark Preschool Council, Inc. Head Start, Newark, New Jersey (2001-2003)

- Observe and assess academic skills, emotional development, social skills, and eligibility for special services of children birth to six years
- Provide reflective supervision and case consultation for Home Visitors supporting teen parents and families of children birth to three
- Responsible for implementation of statewide initiative to enhance quality of care in early learning and development programs; coordinated and provided oversight and support for cadre of statewide consultants
- Provide consultation services using evidence-based practice techniques to support young children, families, childcare providers and program staff caring for children birth to six years
- Programmatic consultation within the childcare setting to improve the overall quality of services and to promote skills across a universal level for all children
- Child/family-centered mental health consultation within the childcare and home settings to create a comprehensive collaborative plan with the family, provider and others to address the issues which challenge a child and/or family's ability to feel successful in an early childhood setting
- Provide coaching and technical assistance to support childcare providers and early childhood educators using the *CSEFEL Pyramid Teaching Model* and evidence-based practices
- Establish, coordinate and support a community Task Force group and meetings promoting local efforts regarding quality services and programs for children birth to five

**PRIVATE PRACTICE**

Positive Pathways, Marshall, Michigan (2003-present)

- Promote positive parent-child interactions, healthy infant development and parental competencies
- Administer family and child assessments
- Individual and family treatment of infants, young children, adolescents and adults
- Provide reflective consultation for clinicians and mental health consultants

**INTERVENTIONIST (Grant)**

Calhoun Intermediate School District, Marshall, Michigan

2004 - 2005

**ADJUNCT FACULTY**

Madonna University, Livonia, Michigan

Baker College, Owosso, Michigan

2003 - 2004

September Gerety

**PROFILE:**

Passionate about using data to positively impact student achievement and behavior  
Skilled at facilitating implementation of research based instructional strategies  
Effective coach and collaborator with teachers and administrators  
Engaging presenter; consistently receive positive evaluations for staff development  
Team player with systems orientation and strong communication skills  
Successful change leader in high poverty, high English language learner school settings

**CREDENTIALS:**

Masters of Education, Educational Leadership and Administration; Colorado State University  
Completion of Principal Licensure Program; Colorado State University  
Bachelor of Arts, Elementary Education; College of Santa Fe  
Colorado Professional Teaching License with Culturally and Linguistically Diverse endorsement

**PROFESSIONAL EXPERIENCE:**

Practice-Based Coaching Coordinator/Training Specialist

University of Washington

2014-Present

Deliver regional and state-based training on the Pyramid Model, PIWI, and Practice-Based Coaching  
Coordinate monthly Coaching Corner webinars  
Provide direct coaching support to Head Start grantees in Region 11  
Support the development of Practice-Based Coaching resources  
Facilitate communication between multiple organizations, agencies, and stakeholders

Training and Professional Development Consultant

2011-Present

Train teaching staff on evidence-based teaching practices, using principles of adult learning  
Facilitate training of trainers for diverse agencies in multiple states  
Provide follow-up coaching (face-to-face and remote) for implementation  
Conduct district-wide workshops on using assessment to guide instruction  
Attendees report changing professional practices based on what they learned

American Indian/Alaskan Native Field Coach

National Center on Quality Teaching and Learning

University of Washington

2013-2014

Collaborated with administrators to determine program-wide goals and to build supports for the coaching process  
Analyzed classroom data to identify teacher strengths and professional development needs  
Provided practice-based coaching and relevant support to teachers  
Promoted language development and instruction that accelerates language skills  
Developed materials to support implementation of best practices  
Documented improvement in teaching practices

Coordinated assessment of the coaching program and implementation fidelity  
Prepared documents and training materials for reports, publications and presentations

Administrative and Coaching Intern/School Readiness Grant Liaison

Poudre School District

2012-2013

Facilitated working relationships between multiple community agencies and the school district

Organized events, working closely with all stakeholders

Provided staff development for groups ranging from 4-50 people

Coached teachers in standards-based planning and instruction

Worked with teachers and administrators to create standards-based vertical alignment from PreK-5th grade

Mentored novice teachers and teachers new to working with a diverse student population

Teacher

Putnam Elementary School

2007-2013

Student population: 82% poverty; 21% homeless; 29% English Language Learners

Led team that moved school from turnaround status to performance status in one year

Closed the achievement gap: my students were in the 50-70th percentile for academic growth when compared with other students state-wide

Used protocols to facilitate Professional Learning Communities

Planned lessons using the Understanding by Design framework, Common Core State Standards, and English Language Development Standards

Taught Common Core State Standards to mastery

Created and implemented parent education program to increase student achievement and decrease negative behaviors

Teacher

TR Paul Academy of Arts and Knowledge

2006-2007

Teacher

Dunn Elementary School

1997-1998

Teacher

Birney School District, MT

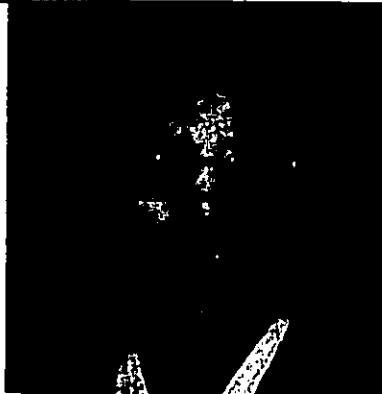
1995-1997



# The Pyramid Model Consortium

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2018 Pyramid Model Consortium Board of Directors



**SUSAN ZEIDERS**

President



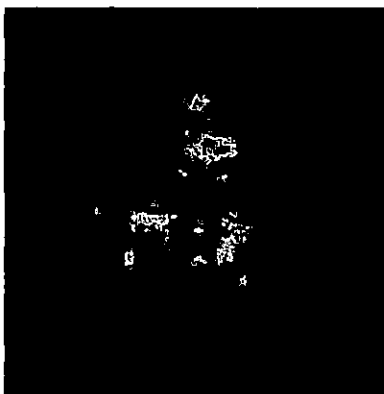
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