



Lori A. Shibanette
Commissioner

Christine L. Santaniello
Director

MAR11'20 AM 9:25 DAS

9 mac

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 24, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **sole source** amendment to an existing agreement with Southeastern Regional Educational Service Center, Inc., Vendor #154866-B001, 165 South River Road, Unit F, Bedford, New Hampshire 03110, to implement Social Emotional Learning support services for afterschool providers who serve children experiencing social emotional challenges by increasing the price limitation by \$150,000 from \$600,000 to \$750,000, with no change to the contract completion date of June 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on July 19, 2017 (Item #9), and subsequently amended on April 11, 2018 (Item #5A) and June 19, 2019 (Item #33).

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD DEVELOPMENT QUALITY ASSURANCE

State Fiscal Year	Class/Account	Class Title	Activity Code/Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Pgr Svcs	42117710	\$150,000	\$0	\$150,000
2019	102-500734	Contracts for Pgr Svcs	42117710	\$150,000	\$0	\$150,000
2020	102-500734	Contracts for Pgr Svcs	42117710	\$150,000	\$75,000	\$225,000
2021	102-500734	Contracts for Pgr Svcs	42117710	\$150,000	\$75,000	\$225,000
			Total	\$600,000	\$150,000	\$750,000

EXPLANATION

This request is **sole source** because the increase in funding exceeds 10% of the original contract price limitation.

The purpose of this request is to complete the Social Emotional Learning Guide that will be used to implement the action plan that was developed by a team that participated in the National Center on Afterschool and Summer Enrichment in order to implement a new program that supports afterschool providers who serve children experiencing social emotional challenges. The Contractor will also develop a Train-the-Trainer program for trainers and Technical Assistance consultants in order to provide Social Emotional Learning expertise to programs that work with children who experience social emotional challenges.

Funds from this request will be used to provide a minimum of ten (10) Social Emotional Learning trainings to approximately 200 afterschool providers.

Southeastern Regional Education Service Center, Inc. assists afterschool licensed and license exempt providers, statewide, with program expansion in areas where there is an unmet need. The Contractor offers training at no, or low cost, to afterschool providers operating in New Hampshire, and provides mentoring and technical assistance in services to help ensure high quality afterschool care. Southeastern Regional Education Service Center, Inc. will provide afterschool programs with support on Social Emotional Learning, including strategies to prevent suspension and expulsion of students experiencing social emotional challenges.

During the first two and one-half (2½) years of this contract, approximately 600 new afterschool slots have been created. More than 750 sessions of technical assistance have been provided to afterschool programs and more than 350 sessions of technical assistance have been provided to afterschool professionals. The vendor has offered 237 training sessions that were attended by 3,789 individuals. This number is duplicated, as many individuals attend multiple trainings. Sixty-one (61) afterschool professionals have been awarded an Afterschool Credential after receiving technical assistance.

The Department will monitor the effectiveness of contract services through the following objectives:

- Offer Social Emotional Learning training to afterschool providers. By the contract termination date of June 30, 2021, a minimum of ten (10) Social Emotional Learning trainings must be offered to a minimum of two-hundred (200) afterschool providers.
- Provide onsite technical assistance on Social Emotional Learning to a minimum of twenty (20) afterschool programs by June 30, 2021.

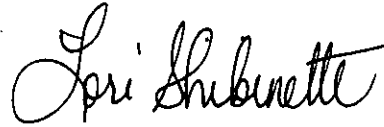
Should the Governor and Executive Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the NH Child Care Scholarship Program. Families dependent on subsidized childcare would likely suffer financial hardship, and some afterschool programs that receive technical assistance and training may not be able to remain open.

Area Served: Statewide

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 Number (CFDA) 93.575, Federal Award Identification Number (FAIN) 1901NHCCDF.

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibinette". The signature is written in a cursive, flowing style with a large initial "L".

Lori A. Shibinette
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Afterschool Provider Support Services Contract**

This 3rd Amendment to the Afterschool Provider Support Services contract (hereinafter referred to as "Amendment #3") 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 Service Center, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 165 South River Road, Unit F, Bedford, New Hampshire 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2017, (Item #9), as amended on April 11, 2018, (Item #5A), and subsequently on June 19, 2019, (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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 to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$750,000.

2. Exhibit A – Amendment #2 Scope of Services, Section 2, Subsection 2.2 to read:

2.2 The Contractor shall provide support to afterschool programs on Social Emotional Learning (SEL) and strategies to prevent suspension and expulsion of students experiencing social emotional challenges by implementing the Action Plan created by the New Hampshire (NH) team that participated in the National Center on Afterschool and Summer Enrichment (NCASE) SEL Peer Learning Group (PLG). The Contractor shall:

2.2.1. Ensure the Action Plan includes, but is not limited to:

2.2.1.1. Completion of the SEL Guide document no later than June 30, 2020;

2.2.1.2. Development and implementation of the SEL Guide Train-the-Trainer program for trainers and Technical Assistance consultants; and

2.2.1.3. Offer SEL trainings to afterschool providers.

2.2.2. Create a plan, no later than September 1, 2020, to offer Technical Assistance (TA) to afterschool programs, that includes, but is not limited to:

2.2.2.1. Providing support to afterschool providers whose programs serve children and youth who:



- 2.2.2.1.1. Are experiencing social emotional challenges;
 - 2.2.2.1.2. Are exhibiting challenging behaviors; and
 - 2.2.2.1.3. Are experiencing trauma due to various factors, including the opioid crisis.
 - 2.2.2.2. Providing support to afterschool programs relative to preventing the suspension or expulsion of children and youth from afterschool programs.
 - 2.2.2.3. Ensuring a minimum of ten (10) SEL trainings are available to a minimum of 200 afterschool providers.
 - 2.2.2.4. Providing onsite TA to minimum of 20 afterschool programs.
 - 2.2.2.5. Developing a guide for afterschool providers, no later than June 30, 2020, regarding the creation and implementation of policy to prevent the suspension and expulsion of children and youth from afterschool programs.
 - 2.2.2.6. Documenting the levels of TA needed to support afterschool programs relative to:
 - 2.2.2.6.1. Challenging behaviors of children and youth; and
 - 2.2.2.6.2. Preventing the suspension and expulsion of children and youth from afterschool programs.
 - 2.2.2.7. Developing a system, no later than September 1, 2020, to triage requests for TA to determine the level of TA needed based on the request for support.
 - 2.2.2.8. Developing a team of TA consultants, no later than September 1, 2020, who provides onsite TA to afterschool programs, as needed.
 - 2.2.2.9. Providing support to programs that need assistance with writing expulsion prevention policy.
 - 2.2.2.10. Ensuring afterschool program staff and directors are aware of:
 - 2.2.2.10.1. The availability of afterschool program TA; and
 - 2.2.2.10.2. How to access afterschool program TA.
 - 2.2.3. Create a Task Force to support SEL and prevention of suspension and expulsion guide documents.
3. Exhibit A – Amendment #2 Scope of Services, Section 3, Subsection 3.4, to read:
- 3.4 National or regional experts in the field of SEL who do not have the NH Afterschool Master Professional credential may be hired, upon approval by the Bureau of Child Development and Head Start Collaboration (BCDHSC), to provide training of trainers on SEL.



4. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1., to read:
 - 4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1 through Exhibit B-4 Budget Amendment #3.
5. Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, Section 4, Payment Subsection 4.2. to read:
 - 4.2 The Contractor shall submit an invoice in a form satisfactory to the Department by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
6. Modify Exhibit B-3 Amendment #2 Budget by deleting it in its entirety and replacing it with Exhibit B-3 Amendment #3 Budget incorporated by reference and attached herein.
7. Modify Exhibit B-4 Amendment #2 Budget by deleting it in its entirety and replacing it with Exhibit B-4 Amendment #3 Budget incorporated by reference and attached herein
8. Modify Exhibit K, DHHS Information Security Requirements, Version 4, last update 04/04/18 by deleting it in its entirety and replace with Exhibit K, DHHS Information Security Requirements, Version 5, last update 10/09/18.

New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract



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

3/6/20
Date

Christine L. Santaniello
Name: Christine L. Santaniello
Title: Director, DEHS

Southeastern Regional
Education Service Center, Inc.

3/2/2020
Date

Paul Hebert
Name: PAUL HEBERT
Title: EXECUTIVE DIRECTOR

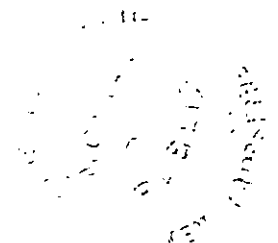
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on March 2, 2020, before the undersigned officer, personally appeared the person identified directly 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.

Dan R. R.
Signature of Notary Public or Justice of the Peace

DANIELLE M. PAUL, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11-18-2020



New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract



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

OFFICE OF THE ATTORNEY GENERAL

3/6/20
Date

Bill Ralston
Name:
Title:

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
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Southeastern Regional
 Education
 Contractor name: Service Center, Inc.

RFP-2018-DCYF-05-
 Budget Request for: AFTER-01-A03

Budget Period: 07/01/2018 - 06/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 121,008.00	\$ -	\$ 121,008.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 116,008.00	\$ -	\$ 116,008.00
2. Employee Benefits	\$ 2,300.58	\$ -	\$ 2,300.58	\$ -	\$ -	\$ -	\$ 2,300.58	\$ -	\$ 2,300.58
3. Consultants	\$ 42,995.00	\$ -	\$ 42,995.00	\$ -	\$ -	\$ -	\$ 42,995.00	\$ -	\$ 42,995.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
6. Travel	\$ 7,115.00	\$ -	\$ 7,115.00	\$ -	\$ -	\$ -	\$ 7,115.00	\$ -	\$ 7,115.00
7. Occupancy	\$ -	\$ 16,568.42	\$ 16,568.42	\$ -	\$ -	\$ -	\$ -	\$ 16,568.42	\$ 16,568.42
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 938.00	\$ -	\$ 938.00	\$ -	\$ -	\$ -	\$ 938.00	\$ -	\$ 938.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,275.00	\$ -	\$ 1,275.00	\$ -	\$ -	\$ -	\$ 1,275.00	\$ -	\$ 1,275.00
11. Staff Education and Training	\$ 33,500.00	\$ -	\$ 33,500.00	\$ -	\$ -	\$ -	\$ 33,500.00	\$ -	\$ 33,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 213,431.58	\$ 16,568.42	\$ 230,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 208,431.58	\$ 16,568.42	\$ 225,000.00

Indirect As A Percent of Direct 7.8%

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor/Share and Funded by DHHS. Everything else will automatically populate.

Southeastern Regional
Education
Contractor name: Service Center, Inc.

RFP-2018-DCYF-05-
Budget Request for: AFTER-01-A03

Budget Period: 07/01/2020 - 06/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 146,024.00	\$ -	\$ 146,024.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 141,024.00	\$ -	\$ 141,024.00
2. Employee Benefits	\$ 2,381.58	\$ -	\$ 2,381.58	\$ -	\$ -	\$ -	\$ 2,381.58	\$ -	\$ 2,381.58
3. Consultants	\$ 46,085.00	\$ -	\$ 46,085.00	\$ -	\$ -	\$ -	\$ 46,085.00	\$ -	\$ 46,085.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,535.00	\$ -	\$ 1,535.00	\$ -	\$ -	\$ -	\$ 1,535.00	\$ -	\$ 1,535.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
6. Travel	\$ 8,508.00	\$ -	\$ 8,508.00	\$ -	\$ -	\$ -	\$ 8,508.00	\$ -	\$ 8,508.00
7. Occupancy	\$ -	\$ 16,568.42	\$ 16,568.42	\$ -	\$ -	\$ -	\$ -	\$ 16,568.42	\$ 16,568.42
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 938.00	\$ -	\$ 938.00	\$ -	\$ -	\$ -	\$ 938.00	\$ -	\$ 938.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 4,260.00	\$ -	\$ 4,260.00	\$ -	\$ -	\$ -	\$ 4,260.00	\$ -	\$ 4,260.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 213,431.58	\$ 16,568.42	\$ 230,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 208,431.58	\$ 16,568.42	\$ 225,000.00

Indirect As A Percent of Direct

7.8%



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

A handwritten signature in black ink, appearing to be "AB" or similar, written over a horizontal line.

3/2/20



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

AB
3/2/20



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

A handwritten signature in black ink, appearing to be "AS" or similar, written over a horizontal line.



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



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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



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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

A handwritten signature in black ink, appearing to be "JL" or similar, written over a horizontal line.

3/2/20



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

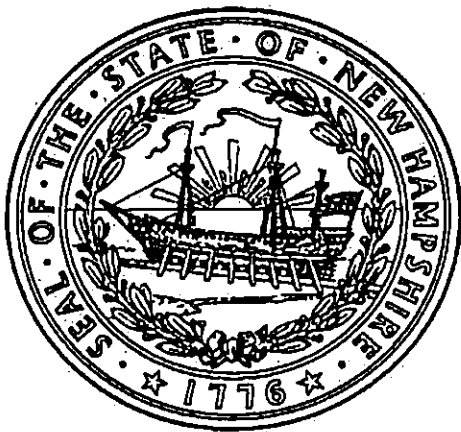
State of New Hampshire

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 registered to transact business in New Hampshire on August 06, 1974. 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: 64995



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of February A.D. 2018.

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

William M. Gardner
Secretary of State

Business Information

Business Details

SOUTHEASTERN REGIONAL	
Business Name: EDUCATIONAL SERVICE CENTER	Business ID: 64995
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 08/06/1974	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 08/06/1974	
Principal Office 29 COMMERCE DR, BEDFORD, Address: NH, 03110, USA Mailing Address: 29 COMMERCE DR, BEDFORD, NH, 03110	
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2015
	Next Report Year: 2020
Duration: Perpetual	
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROVIDED SERVICES TO SCHOOLS AND SPECIAL NEEDS STUDENTS THROUGHOUT NH. PROVIDE PROFESSIONAL DEVELOPMENT TO EDUCATORS.	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF AUTHORITY

I, ANDREW SCHNEIDER, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on FEBRUARY 12, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

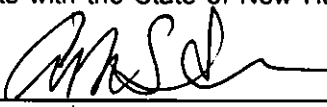
VOTED: That PAUL HERBERT, EXECUTIVE DIRECTOR (may list more than one person)
(Name and Title of Contract Signatory)

SOUTHEASTERN REGIONAL EDUCATION
is duly authorized on behalf of SERVICE CENTER to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 3/2/2020

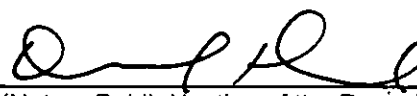

Signature of Elected Officer
Name: ANDREW SCHNEIDER
Title: BOARD CHAIRMAN

STATE OF NEW HAMPSHIRE

County of HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2nd day of March, 2020.

By ANDREW SCHNEIDER
(Name of Elected Clerk/Secretary/Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11-18-2020

CERTIFICATE OF AUTHORITY

I, ANDREW SCHNEIDER, hereby certify that:
(Name of the elected Officer of the Corporation/LLC. cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on FEBRUARY 12, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That PAUL HESBORN, EXECUTIVE DIRECTOR (may list more than one person)
(Name and Title of Contract Signatory)

SOUTHEASTERN REGIONAL EDUCATION
is duly authorized on behalf of SERVICE CENTER to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 3/2/2020

[Signature]
Signature of Elected Officer
Name: ANDREW SCHNEIDER
Title: BOARD CHAIRMAN

STATE OF NEW HAMPSHIRE

County of HILLSBOROUGH

2ND DWP.

The foregoing instrument was acknowledged before me this 2ND day of MARCH, 2020.

By ANDREW SCHNEIDER
(Name of Elected Clerk/Secretary/Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11-18-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2020

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).

PRODUCER Optisure Risk Partners 40 Stark Street Manchester NH 03101	CONTACT NAME: Lyndsay Lee PHONE (A/C, No, Ext): (833)444-OPTI E-MAIL ADDRESS: lyndsay.lee@optisure.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of INSURER B: Hanover Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 31534 22292
---	--	---

COVERAGES **CERTIFICATE NUMBER:** CL197907933 **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 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:		ZBV 9626777	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Inc \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ZBV 9626777	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHV9836434	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	WHV9620858	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Educators Legal		ZBV 9626777	07/01/2019	07/01/2020	Occurrence 1,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health and Human Services
129 Pleasant Street

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

Lyndsay Lee

© 1988-2015 ACORD CORPORATION. All rights reserved.



Southeastern Regional Education Service Center, Inc.

165 South River Road, Unit F
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

PAUL HEBERT
Executive Director

SERESC Mission Statement

Inspiring innovation and excellence in education and professional practice.

MEMBER SCHOOL DISTRICTS

Auburn • Bedford • Candia • Hampstead • Hooksett
Londonderry • Merrimack • Timberlane

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

Financial Statements

For the Year Ended June 30, 2017

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	1
 BASIC 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	 16

INDEPENDENT AUDITORS' REPORT

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

Additional Offices:

Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of Southeastern Regional Education Service Center, Inc. (the Organization), which comprise the statement of financial position as of June 30, 2017, 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.

Auditors' 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. 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, 2017, 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 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 9, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 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.

Melanson Heath

August 28, 2019

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Financial Position
June 30, 2017
(with comparative totals as of June 30, 2016)

ASSETS	Unrestricted	Temporarily Restricted	2017 Total	2016 Total
Current Assets:				
Cash and cash equivalents	\$ 228,368	\$ 131,865	\$ 360,233	\$ 148,414
Restricted cash - bond escrow	172,904	-	172,904	175,319
Receivables	836,383	-	836,383	879,544
Prepaid expenses	26,087	-	26,087	10,971
Total Current Assets	<u>1,263,742</u>	<u>131,865</u>	<u>1,395,607</u>	<u>1,214,248</u>
Property and Equipment, Net	<u>3,504,833</u>	<u>-</u>	<u>3,504,833</u>	<u>2,463,726</u>
TOTAL ASSETS	<u>\$ 4,768,575</u>	<u>\$ 131,865</u>	<u>\$ 4,900,440</u>	<u>\$ 3,677,974</u>
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 486,578	\$ -	\$ 486,578	\$ 292,560
Accrued expenses	16,779	-	16,779	55,394
Other liabilities	-	-	-	17,727
Deferred revenue	70,915	-	70,915	28,589
Line of credit	300,000	-	300,000	75,000
Current portion of long term debt	115,000	-	115,000	235,000
Total Current Liabilities	<u>989,272</u>	<u>-</u>	<u>989,272</u>	<u>704,270</u>
Long-term Debt, Net of Current Portion	<u>3,640,000</u>	<u>-</u>	<u>3,640,000</u>	<u>3,755,000</u>
Total Liabilities	<u>4,629,272</u>	<u>-</u>	<u>4,629,272</u>	<u>4,459,270</u>
Net Assets:				
Unrestricted	63,963	-	63,963	(979,650)
Board designated	75,340	-	75,340	49,940
Temporarily restricted	-	131,865	131,865	148,414
Total Net Assets	<u>139,303</u>	<u>131,865</u>	<u>271,168</u>	<u>(781,296)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,768,575</u>	<u>\$ 131,865</u>	<u>\$ 4,900,440</u>	<u>\$ 3,677,974</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, 2017
(with comparative totals for the year ended June 30, 2016)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Support and Revenue:				
Support:				
Federal, State, and local grants	\$ 767,533	\$ -	\$ 767,533	\$ 812,155
Other grants	-	25,000	25,000	193,993
Contributions	7,190	19,676	26,866	70,208
Revenue:				
Consulting revenue	4,137,468	-	4,137,468	3,961,491
Membership revenue	47,235	-	47,235	75,109
Other services	1,824,273	-	1,824,273	2,067,179
Investment income:				
Interest income	539	4	543	79
Net assets released from restriction	<u>61,229</u>	<u>(61,229)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	6,845,467	(16,549)	6,828,918	7,180,214
Expenses:				
Program services	6,159,573	-	6,159,573	6,356,845
Management and general	<u>846,881</u>	<u>-</u>	<u>846,881</u>	<u>837,319</u>
Total Expenses	<u>7,006,454</u>	<u>-</u>	<u>7,006,454</u>	<u>7,194,164</u>
Change in net assets before impairment gain/(loss)	(160,987)	(16,549)	(177,536)	(13,950)
Impairment gain/(loss) (see Note 3)	<u>1,230,000</u>	<u>-</u>	<u>1,230,000</u>	<u>(3,505,982)</u>
Change in net assets	1,069,013	(16,549)	1,052,464	(3,519,932)
Net Assets (deficit), Beginning of Year	<u>(929,710)</u>	<u>148,414</u>	<u>(781,296)</u>	<u>2,738,636</u>
Net Assets (deficit), End of Year	<u>\$ 139,303</u>	<u>\$ 131,865</u>	<u>\$ 271,168</u>	<u>\$ (781,296)</u>

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, 2017
(with comparative totals for the year ended June 30, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets before impairment loss	\$ (177,536)	\$ (13,950)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	189,614	232,754
Loss on sale of equipment	-	4,161
(Increase) decrease in:		
Receivables	43,161	(133,413)
Prepaid expenses	(15,116)	(2,198)
Increase (decrease) in:		
Accounts payable	194,018	34,636
Accrued expenses	(38,615)	(9,677)
Other liabilities	(17,727)	(906)
Deferred revenue	<u>42,326</u>	<u>3,056</u>
Net Cash From Operating Activities	220,125	114,463
Cash Flows From Investing Activities:		
Purchase of fixed assets	<u>(721)</u>	<u>(10,007)</u>
Net Cash Used by Investing Activities	<u>(721)</u>	<u>(10,007)</u>
Cash Flows From Financing Activities:		
Line of credit proceeds	225,000	75,000
Principal payments of long term debt	<u>(235,000)</u>	<u>(225,000)</u>
Net Cash Used by Financing Activities	<u>(10,000)</u>	<u>(150,000)</u>
Net Change in Cash, Cash Equivalents and Restricted Cash	209,404	(45,544)
Cash, Cash Equivalents, and Restricted Cash, Beginning	<u>323,733</u>	<u>369,277</u>
Cash, Cash Equivalents, and Restricted Cash, Ending	<u>\$ 533,137</u>	<u>\$ 323,733</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 134,706</u>	<u>\$ 156,779</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) was formed in 1974 when fourteen New Hampshire school districts pooled their resources to support special education students being mainstreamed into public schools for the first time. The Organization's main focus areas include:

- Education services to school districts and educators throughout New Hampshire.
- Professional development center with ten conference rooms, each with state of the art technology and audiovisual equipment, and full catering services available.
- A vision services program within the Organization supports school districts in meeting the unique needs of students who have a vision impairment, including students with additional disabilities. Services offered include assessments, instruction, and consultation.

The Organization was created as, and remains, a nonprofit entity managed by a Board of Directors comprised of school board members and superintendents of schools. As an educational consortium, the Organization has both a regional and statewide focus in order to serve all educational communities. The Organization is known for piloting innovative practices and creativity, technological sophistication, and professional development that contributes to accountability, improved student learning, and excellence in the teaching profession.

2. Summary of Significant Accounting Policies

Comparative Financial Information

The accompanying 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 Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Receivables

Receivables consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At June 30, 2017, no allowance has been recorded as management believes receivables to be fully collectible.

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	40 years
Furniture, fixtures, and equipment	5 – 10 years

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. At June 30, 2017, an impairment gain was recorded to partially reverse the impairment loss recorded in fiscal year 2016. The recorded gain was based on the subsequent disposal of the impaired asset (see Note 3).

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets available for use in general operations. Unrestricted board-designated net assets consist of net assets designated by the Board of Directors for specific purposes.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions that are restricted by donors are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently but permit expending of the income generated in accordance with the provisions of the agreements.

At June 30, 2017, the Organization did not have any permanently restricted net assets.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

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.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Schedule of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

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, 2017, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

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.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts.
- Recurring measurement of line of credit (Note 4).
- Recurring measurement of long-term debt (Note 5).

The carrying amounts of cash and cash equivalents, receivables, accounts payable, accrued expenses, other liabilities, deferred revenue, and line of credit approximate fair value due to the short-term nature of the items.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

3. Property, Equipment, and Depreciation

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

	<u>2017</u>	<u>2016</u>
Land and land improvements	\$ 241,955	\$ 241,955
Buildings and improvements*	3,298,045	2,161,945
Furniture, fixtures, and equipment	<u>1,384,808</u>	<u>1,384,087</u>
Subtotal	4,924,808	3,787,987
Less: accumulated depreciation	<u>(1,419,975)</u>	<u>(1,324,261)</u>
Total	<u>\$ 3,504,833</u>	<u>\$ 2,463,726</u>

Depreciation expense for the year ended June 30, 2017 totaled \$189,614.

*As a result of the sale of the building subsequent to year end, the Organization recorded an impairment gain of \$1,230,000 in fiscal year 2017 to partially reverse the impairment loss that was recorded in fiscal year 2016.

4. Line of Credit

The Organization has available a revolving line of credit with a bank in the amount of \$300,000. The outstanding balance on this line at June 30, 2017 was \$300,000. This line expires on October 1, 2017, is payable on demand, is secured by real property, 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, 2017 was 5.50%.

As discussed in Note 2 to these financial statements, the Organization is required to report its fair value measurement in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. The Organization's line of credit is categorized as Level 2 in the fair value hierarchy.

5. Long-term Debt

Long-term debt as of June 30, 2017 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.	\$ 3,755,000
Total*	3,755,000
Less amount due within one year	(115,000)
Long-term debt, net of current portion	\$ 3,640,000

*Subsequent to year end, the bond was paid in full.

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

<u>Year</u>	<u>Amount</u>
2018	\$ 115,000
2019	120,000
2020	125,000
2021	130,000
2022	140,000
Thereafter	3,125,000
	<u>\$ 3,755,000</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 was subject mandatory remarketing on October 31, 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. These financial covenants are effective if the bond is no longer secured by a letter of credit. In fiscal year 2017, the bond was secured by a letter of credit, making the financial covenants inapplicable.

As discussed in Note 2 to these financial statements, the Organization is required to report its fair value measurement in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. The Organization's long-term debt is categorized as Level 2 in the fair value hierarchy

6. 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.

7. Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2017:

Handicap Fund	\$ 19,676
New Hampshire Charitable Foundation Grant	36
Preschool Technical Assistance Network - District Funds	50,727
Preschool Technical Assistance Network - Private Grants	56,580
Scholarship Fund	<u>4,846</u>
Temporarily restricted net assets	<u>\$ 131,865</u>

8. Net Assets Released from Restriction

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

9. Defined Contribution Benefit 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, 2017.

10. 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 significant amount of services to several of these entities.

11. Concentrations of Risk

A material part of the Organization's revenue is derived from services provided to member districts and the New Hampshire Department of Health and Human Services, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2017, Merrimack School District (SAU 26), the New Hampshire Department of Health and Human Services, and Bedford School District (SAU 25) accounted for 17%, 8%, and 6% of the Organization's program service revenue, respectively.

Additionally, Merrimack School District and the New Hampshire Department of Health and Human Services accounted for 16% and 22% of the Organization's accounts receivable, respectively.

12. Supplemental Disclosure of Cash Flow Information

In fiscal year 2016, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year to include restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Statement of Financial Positions that sum to the total of the same such amounts shown in the Statement of Cash Flows.

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 360,233	\$ 148,414
Restricted cash	<u>172,904</u>	<u>175,319</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 533,137</u>	<u>\$ 323,733</u>

13. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2017 through August 28, 2019, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On October 2, 2017, the Organization completed the sale of the property located at 29 Commerce Drive in Bedford, NH. As part of the sale of this property, the Series 2006 Bonds were redeemed, leaving a balance of \$308,695 on a Letter of Credit to People's United Bank.

On December 31, 2017, the Organization discontinued the operations of the Conference and Event Center and completed its relocation to leased office space in Bedford, NH.

In June 2018, the Organization adopted a new set of by-laws and ceased operating as a membership organization. The by-laws now call for a Board of Directors consisting of between seven and eleven directors, with term limits and a process for the existing Board to elect new directors.

On July 17, 2018, the Organization completed a sale of property located on Brentwood Drive in Merrimack, NH. After the sale of the Brentwood Drive property, the Organization fully satisfied the amounts due to People's United Bank on the Letter of Credit.

On October 22, 2018, the Organization converted the remaining balance of \$264,442 on a Line of Credit due to People's United Bank to a 60 Month Term Loan with People's at a rate of 6.25%.

Since the relocation of the business from Commerce Drive, and the discontinuation of the Conference and Event Center operations, the Organization has generated total support and revenue in excess of its total expenses, and has adopted a business plan that management and the governing body believe will continue to generate increases in the Organization's net assets.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Schedule of Functional Expenses
For the Year Ended June 30, 2017
(with comparative totals for the year ended June 30, 2016)

	<u>Program Services</u>	<u>Management and General</u>	<u>2017 Total</u>	<u>2016 Total</u>
Personnel expense:				
Salaries and wages	\$ 2,602,928	\$ 354,447	\$ 2,957,375	\$ 3,244,698
Employee benefits	373,594	79,988	453,582	507,227
Payroll taxes	188,615	26,481	215,096	241,853
Advertising	4,590	518	5,108	11,629
Catering	89,073	-	89,073	178,660
Conferences, conventions and meetings	105,780	30,781	136,561	157,901
Contract services	2,135,131	160,040	2,295,171	1,857,792
Depreciation	184,220	5,394	189,614	232,754
Fees and service charges	1,412	31,900	33,312	-
Insurance	-	30,352	30,352	26,976
Interest	130,875	3,831	134,706	155,535
Miscellaneous	-	8,888	8,888	24,419
Occupancy	181,895	64,118	246,013	273,460
Office expense	36,128	33,257	69,385	140,519
Professional fees	-	15,838	15,838	17,420
Travel	<u>125,332</u>	<u>1,048</u>	<u>126,380</u>	<u>123,322</u>
Total Functional Expenses	<u>\$ 6,159,573</u>	<u>\$ 846,881</u>	<u>\$ 7,006,454</u>	<u>\$ 7,194,165</u>

See Independent Auditors' Report.

SERESC BOARD OF DIRECTORS 2020

Andy Schneider, Chair

Eric McGee, Vice Chair

Charles Littlefield, Secretary

Richard Ayers

Marge Polack

Kim Royer

SUSAN ZACCARDO GIMILARO



PROFILE

Recognized leader in education with over thirty years of experience in consulting, mentoring, facilitation, training, program development and administration in early childhood education and school-age programming. 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. Strong work ethic with a commitment to the highest principled standards.

PROFESSIONAL EXPERIENCE

SERESC

2011-present

Project Director, ACROSS 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. ACROSS NH was a start-up organization with the Project Director designing and developing all aspects of infrastructure, including fiscal management. Focus of the project is statewide professional development for afterschool staff, as well as on-site technical assistance for areas in need of support. Developed initiatives include the Afterschool Leadership Circles, Leadership Institute I, Leadership Institute II, Program Management Basics, and Budgeting 101, as well as two statewide conference to support afterschool staff.

Plymouth State University

2016 – 2018

Teaching Lecturer

Developer and faculty for *Leadership and Advocacy for Children, Contemporary Issues in Education, Senior Seminar*.

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.

PROFESSIONAL EXPERIENCE (continued)

***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.

Granite State College, Concord, NH 2002 – 2008

Faculty, 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

PROFESSIONAL EXPERIENCE (continued)

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.

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, afterschool programs, and parent relationships.

CONSULTATION EXPERIENCE (continued)

Consultant for PTAN (Preschool Technical Assistance Network) 2009 - 2011

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:

Harvard edX, online 2015 - present

- Leaders of Learning
- Immunity to Change

Wheelock College, Boston, MA 2002 - 2007

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

Pacific Oaks College, Pasadena, CA 2006

- HD 515: The Art of Observation

EDUCATION (continued)

Syracuse University, Syracuse, NY

2004

- CFS 535: Quality Infant/Toddler Caregiving

VOLUNTEER EXPERIENCE – PROFESSIONAL

NH Afterschool Network, Advisory Committee, 2017 – present; Executive Committee and Treasurer, 2016-2017; Leadership Team, Subcommittee member for Program Quality and Professional Development, 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" in *Child Care Information Exchange*, September 2010

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

"What You Should Know About Lead Poisoning" in *ParentingNH*, April 2016

PROFESSIONAL MEMBERSHIPS

National AfterSchool Association

National Association for the Education of Young Children, NH Affiliate

New Hampshire Afterschool Network

CREDENTIALS AND AWARDS

Master Professional Credential in Early Childhood and Afterschool, NH Professional Development System, with endorsements as Faculty, Trainer, Consultant and Mentor

Afterschool Provider Service Support contract, State of NH, awarded 2011-2013, 2013-2015 with an extension to 2017, 2017-2019

Administrator of the Year Award, 1997, NHAEYC

Catherine Ann Hazelton

SUMMARY

As a highly organized, responsible and motivated professional with strong verbal and written communication skills, I am able to plan, manage and complete projects independently and on time. I possess strong technology skills and administrative skills in long range planning, project management and virtual communication.

PROFESSIONAL EXPERIENCE

Project Assistant, ACROSS NH (A Comprehensive Resource for Out-Of-Schooltime Staff), SERESC, Bedford, NH

- February 2015 to Present
- NH Afterschool Master Professional Credential with Program Consultant, Workshop Trainer, and Individual Mentor Endorsements

Project Assistant, NHAN (New Hampshire Afterschool Network), SERESC, Bedford, NH

- 2017 - 2018

Owner, Venture Out Services LLC, Brookline, NH

- 2013 - 2016

Kindergarten Instructional Assistant, Hollis Primary School, Hollis, NH

- 2010 - 2012

Kindergarten Care Program Creator and Teacher, Boys and Girls Club of Souhegan Valley, Milford, NH

- 2009 - 2010

Adjunct Faculty Professor, Nashua Community College, Education Department, Nashua, NH

- 2006 - 2009
- Emerging Literacy, Growth and Development of the Young Child, Foundations of Early Childhood Education

Workshop Presenter/Trainer for NH Child Care Reference & Referral Agency, Nashua, NH

- 2006 - 2008

Kindergarten Teacher, Hollis Academy for Children, Hollis, NH

- 2005 - 2006

First Grade Teacher, Duzine School, New Paltz, NY

- 2001 - 2004

Executive Assistant, NetPublications, Inc., Poughkeepsie, NY

- 2000 - 2001

First Grade Teacher, Gilmanton School, Gilmanton, NH

- 1995 - 2000

Art Teacher, Knox School, St. James, NY

- 1992 - 1993

AmeriCorps VISTA Volunteer, The Friends Program, Concord, NH

- 1991 - 1992, Developed a comprehensive program for children and families living in a subsidized housing development

EDUCATION

Lesley University Graduate School, M. Ed. Early Childhood Education; Cambridge, MA, May 1995

Hartwick College, B.A. Anthropology; Oneonta, NY, 1991 (*Study Abroad: Kenya and Tanzania*)

Noble and Greenough School, HS Diploma; Dedham, MA, 1987



SERESC, 165 South River Road, Unit F, Bedford, NH 03110 • 603-206-6800 • www.acrossnh.org
Susan Gimilaro, M.A., Project Director

Social Emotional Learning (SEL) Project Coordinator
This position will be available in the Spring 2020 pending funding

Description

The SEL Coordinator is responsible for the implementation of the SEL Project, as determined by funding requirements, building upon systems and work currently in place. Any additional activities will be agreed upon by the ACROSS NH Project Director and the SEL Project Coordinator. The SEL Project Coordinator reports to the Project Director and works collaboratively with the administrative team.

Hours per week

Start date based on the date the funding is awarded
15 – 20 hours per week / 48 weeks per year (initial startup may allow for additional hours)

Compensation

Commensurate with experience
Please note that this is a 1099 consultant position

Ideal Candidate

The ideal candidate will have a strong working knowledge of Social Emotional Learning, particularly as it develops in elementary and middle school children. The person who will fill this position will have a passion for continued professional growth and will be available to attend a variety of learning opportunities to support that growth. Creating systems, designing and delivering professional development, and supporting statewide afterschool programs are skills critical to this position. The ability to work within the ACROSS NH culture and with a knowledgeable and vibrant team is a must.

Excellent writing skills, including the ability to write clearly, concisely and in a compelling manner, are essential to this position. Grant writing experience is a plus.

Must possess a NH Afterschool Master Professional credential or be able to achieve this credential within 6 months.

Responsibilities

Meet all Performance Measures of the SEL Project described below:

- Assemble a team of SEL consultants and trainers
- Establish a Task Force to revise the SEL Guide and to develop the Suspension and Expulsion Guide
- Ensure completion and delivery of the SEL Guide document
- In collaboration with the Project Director, plan Train the Trainer workshop(s) for the SEL Team on the SEL Guide
- Provide leadership to the SEL team
 - Guide the vision of the SEL team
 - Meet regularly with the SEL team
 - Investigate additional trainings needed for the team
- Ensure completion of the Suspension and Expulsion Guide document
- Work with Project Assistant to develop a marketing plan to introduce the SEL team and the services offered
- Create a system to provide Technical Assistance (TA) to afterschool programs related to SEL and the prevention of Suspension and Expulsion
- Serve as the lead consultant in providing TA
- Evaluate effectiveness of consultation
- Develop a system of data collection for TA and training, including ages of children, region of programs, and services provided, as well as other data points deemed appropriate or requested by funder
- Develop consultation methodology and implementation, including identifying levels of triage needed (Tiers 1 and 2)
- Maintain knowledge of current research and curricula in SEL in afterschool and provide relevant resources and materials for the Across Your Desk newsletter
- Serve on committees focused on SEL and advocate for afterschool inclusion
- Coordinate and communicate with federal, state, regional, local partners, as needed, to maximize the effective use of resources
- Develop and implement comprehensive professional development for the afterschool community

Southeastern Regional Education Service Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan Gimilaro	Project Director	\$62,400	100%	\$62,400.00
Catherine Hazelton	Project Assistance	\$28,232	82.29%	\$23,232.00
TBD	SEL Project Coordinator	\$40,800	100%	\$40,800



Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcyf

June 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability (DEHS) to exercise a renewal option and amend an existing agreement with Southeastern Regional Educational Service Center, Inc., Vendor #154866-B001, 165 South River Road, Unit F, Bedford, New Hampshire 03110, to continue providing Afterschool Provider Support Services by increasing the price limitation by \$300,000 from \$300,000 to \$600,000 and by extending the completion date from June 30, 2019 to June 30, 2021, effective July 1, 2019 upon the Governor and Executive Council approval. 100% Federal Funds

This agreement was originally approved by the Governor and Executive Council on July 19, 2017, (Item #9), and subsequently amended on April 11, 2018 (Item #5A).

Funds are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD DEVELOPMENT QUALITY ASSURANCE

State Fiscal Year	Class/ Account	Class Title	Activity Code/Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Pgr Svcs	42117710	\$150,000	-0-	\$150,000
2019	102-500734	Contracts for Pgr Svcs	42117710	\$150,000	-0-	\$150,000
2020	102-500734	Contracts for Pgr Svcs	42117710	\$0	\$150,000	\$150,000
2021	102-500734	Contracts for Pgr Svcs	42117710	\$0	\$150,000	\$150,000
			Total	\$300,000	\$300,000	\$600,000

EXPLANATION

The purpose of this request is to continue providing support to afterschool providers in New Hampshire.

During the first two (2) years of this contract, approximately 500 new afterschool slots have been created. More than 600 sessions of technical assistance have been provided to afterschool programs and more than 300 sessions of technical assistance have been provided to afterschool professionals. The vendor has offered 194 training sessions that were attended by 2,868 individuals. This number is not un-duplicated, as many individuals attend multiple trainings. Fifty-seven (57) afterschool professionals have been awarded an Afterschool Credential after receiving technical assistance.

Approximately 2,900 attendees will participate in approximately 200 trainings from July 1, 2019 through June 30, 2021. The number of individuals is not un-duplicated as many people will likely attend several trainings throughout the two-year contract cycle. Approximately 300 individuals will receive technical assistance from July 1, 2019 through June 30, 2021. Approximately 60 individuals will be awarded a NH Afterschool Credential from July 1, 2019 through June 30, 2021.

The original agreement included language in the Exhibit C-1, Revisions to General Provisions, that allows the Department to renew the contract for up to two (2) additional years, subject to the continued availability of funding, satisfactory performance of services, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing the services for the two (2) years.

Southeastern Regional Education Service Center, Inc. assists afterschool licensed and license exempt providers, statewide, with program expansion in areas where there is an unmet need, offers training at no, or low cost, to afterschool providers operating in New Hampshire, and provides mentoring and technical assistance in services to help ensure high quality afterschool care in New Hampshire.

These expenditures are required to help meet the minimum of 12% of the Child Care and Development Fund (CCDF) that must be spent on Quality Activities. The CCDF supports 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, and to promote optimal child development.

Southeastern Regional Education Service Center, Inc. effectiveness in delivering services will be measured by monitoring thirteen different performance measures that include, but are not limited to:

- Increase the number of new afterschool slots in programs 3 months after the end of technical assistance by a minimum of 75, (80% must come from priority municipalities, identified as areas of high poverty or high need);
- The number of licensed programs that receive comprehensive technical assistance shall be at a minimum of 100;
- The number of individuals working in licensed programs that receive comprehensive technical assistance shall be at a minimum of 100;

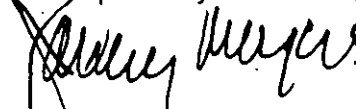
Should the Governor and Executive Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the NH Child Care Scholarship Program. Without said funds, families dependent on subsidized childcare would likely suffer financial hardship and some afterschool programs that receive technical assistance and training may not be able to remain open.

Area Served: Statewide

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 Number (CFDA) 93.575, Federal Award Identification Numbers (FAIN) G1901NHCCDF, G2001NHCCDF, and G2101NHCCDF.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Afterschool Provider Support Services Contract**

This 2nd Amendment to the Afterschool Provider Support Services contract (hereinafter referred to as "Amendment Two") 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 Service Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 165 South River Road, Unit F, Bedford, New Hampshire 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2017, (Item #9), as amended on April 11, 2018, (Item #5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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 to amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$600,000.
3. Form P-37 General Provisions, Block 1.9, Contracting Agent for State Agency, to read:
Nathan White, Director.



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract**

4. Form P-37 General Provisions, Block 1.10, State Agency Telephone Number to read:
(603) 271-9631.
5. Delete Exhibit A, in its entirety and replace with Exhibit A Amendment #2.
6. Delete Exhibit B, in its entirety and replace with Exhibit B Amendment #2.
7. Add Exhibit B-3 Budget Amendment #2.
8. Add Exhibit B-4 Budget Amendment #2.
9. Add Exhibit K.



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract**

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

Date

6/4/19

Christine L. Santaniello
Director

Southeastern Regional Education Services Center, Inc.

Date

5/31/19

Paul Hebert
Name: PAUL HERBERT
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NEW HAMPSHIRE, County of HILLSBOROUGH on MAY 31, 2019, before the undersigned officer, personally appeared the person identified directly 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]
Signature of Notary Public or Justice of the Peace

NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11.18.2020





**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract**

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

OFFICE OF THE ATTORNEY GENERAL

6/4/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special 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
Afterschool Provider Support Services

Exhibit A Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall provide a statewide program to provide Afterschool Provider Support Services, which shall include but not be limited to:
 - 2.1.1. Assist afterschool licensed and license exempt providers statewide with program expansion in areas where there is an unmet need.
 - 2.1.2. Assist afterschool licensed and license exempt programs to provide quality care for all school age children with a focus on areas of high poverty and need.
 - 2.1.3. Provide afterschool licensed and license exempt providers statewide training services which shall:
 - 2.1.3.1. Include a continuum of training for afterschool providers that spans from Afterschool Basics to more advanced training;
 - 2.1.3.2. Include advanced trainings with information on identifying and serving children and families experiencing homelessness, and an awareness of the special needs and issues faced by these children and their families;
 - 2.1.3.3. Include the Afterschool Core Knowledge Area(s); and
 - 2.1.3.4. Be provided at little or no cost.



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services**

Exhibit A Amendment #2

- 2.1.4. Provide trainers who have the Department's Afterschool Master Professional Credential with the Workshop Trainer, Faculty or Allied Professional Endorsement.
- 2.1.5. Provide technical assistance consultation services that focus on improving the quality of afterschool services.
- 2.1.6. Ensure that consultants and mentors providing technical assistance consultation have the Department's Afterschool Master Professional Credential with the Program Mentor or Allied Professional Endorsement.
- 2.1.7. Provide statewide training and technical assistance specific to an overview of the afterschool credential and how to apply, to increase the number of credentialed afterschool providers in New Hampshire.
- 2.1.8. Comply with the New Hampshire State Law RSA 170-E:7, if applicable.
- 2.1.9. Provide information and assistance to License Exempt afterschool providers around health and safety requirements, and monitoring requirements as outlined by the CCDBG Reauthorization.
- 2.1.10. The Contractor shall purchase and/or maintain a membership with the Departments designated data system vendor, if applicable.
- 2.1.11. The Contractor shall maintain a written technology policy governing permitted use of the Departments designated data system.
- 2.1.12. The Contractor shall provide adequate training to staff on the permitted use of the Department's designated data system.
- 2.1.13. The Contractor shall utilize the Department's designated data systems to record the consultation and training provided to licensed and license-exempt afterschool programs and individuals.
- 2.1.14. The Contractor shall conduct post disaster assessments of afterschool programs, as identified in the State Child Care Emergency Plan, if requested by the Department.
- 2.1.15. Administer the Afterschool Provider Support Services contract.



New Hampshire Department of Health and Human Services
Afterschool Provider Support Services

Exhibit A Amendment #2

3. STAFFING

- 3.1. The Contractor shall provide knowledgeable staff members who are credentialed in the Afterschool Master Professional Lattice to perform the corresponding duties as reflected in the table below:

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

- 3.2. The Contractor shall require that all staff members, sub-contractors, and volunteers working on this project who come in contact with children, receive background, and central registry checks, as appropriate.
- 3.3. The Contractor shall ensure that sub-contractors or volunteers only receive compensation provided by this contract if the time spent participating in the contract activities is not paid by another employer or funding source.

4. Reporting

- 4.1. The Contractor shall submit a work plan, within thirty (30) days of the approval of the contract.
- 4.2. The Contractor shall provide monthly quantitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each month. Reports shall be submitted electronically to the Department.
- 4.3. The Contractor shall provide quarterly qualitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the Department.
- 4.4. The Contractor shall meet with the Department as requested, twice a year in person and twice by phone.
- 4.5. The Contractor shall compile a performance review report at the end of each fiscal year. The report shall be due by the 15th of the month following the end of each state fiscal year.
- 4.6. The Contractor shall maintain detailed supporting documentation for these reports, which shall be available to the Department for review upon request and shall be retained for up to seven (7) years of the contract completion date.

[Signature]

5/3/19



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services**

Exhibit A Amendment #2

- 4.7. The Contractor shall allow periodic reviews of the 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.
- 4.8. The Contractor shall make corrective actions as advised by the Department if services are not found to be in compliance.

5. Performance Measures

- 5.1. The Contractor shall comply with the following performance measures during each contract year:
 - 5.1.1. Increase the number of new afterschool slots in programs three (3) months after the end of technical assistance by a minimum of seventy-five (75), (80% must come from priority municipalities, identified as areas of high poverty or high need);
 - 5.1.2. The number of licensed programs that receive comprehensive technical assistance shall be at a minimum of one hundred (100);
 - 5.1.3. The number of license exempt programs that receive comprehensive technical assistance shall be at a minimum of seventy-five (75);
 - 5.1.4. The number of individuals working in licensed programs that receive comprehensive technical assistance shall be at a minimum of one hundred (100);
 - 5.1.5. The number of individuals working in license exempt programs that receive comprehensive technical assistance shall be at a minimum of thirty (30);
 - 5.1.6. The number of Afterschool Basics trainings provided shall be at a minimum of ten (10);
 - 5.1.7. The number of attendees at Afterschool Basics trainings at a minimum of one hundred (100);
 - 5.1.8. The number of more advanced trainings provided at a minimum of sixty (60);
 - 5.1.9. The number of attendees at advanced trainings at a minimum of six hundred (600);



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services**

Exhibit A Amendment #2

- 5.1.10. The number of NH Afterschool Credential trainings provided at a minimum of ten (10);
- 5.1.11. The number of attendees at NH Afterschool Credential trainings at a minimum of fifty (50);
- 5.1.12. The number of individuals who complete a formal technical assistance program for the after school credential shall be at a minimum of twenty-five (25); and
- 5.1.13. The number of individuals who are awarded NH Afterschool credential within three months of the completion of the formal technical assistance program shall be at a minimum of twenty-five (25).

[Signature]

5/31/19



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services**

Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from U.S. Department of Health & Human Services, Child Care and Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #93.575.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-3 Budget Amendment #2 and Exhibit B-4 Budget Amendment #2.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the Department by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.



**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services**

Exhibit B Amendment #2

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.ChildDevelopment@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37; changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-3 Amendment #2
Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHS. Everything else will automatically populate.

Contractor Name: Southeastern Regional Education Service Center, Inc.

Budget Request for: After-school Provider Support Services
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS or other agency		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	50,632.00	-	50,632.00	5,000.00	-	5,000.00	45,632.00	-	45,632.00
2. Employee Benefits	2,220.00	-	2,220.00	-	-	-	2,220.00	-	2,220.00
3. Consultants	40,195.00	-	40,195.00	-	-	-	40,195.00	-	40,195.00
4. Equipment	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Other	-	-	-	-	-	-	-	-	-
8. Total	92,847.00	-	92,847.00	5,000.00	-	5,000.00	87,847.00	-	87,847.00
9. Current Expenses	-	11,015.00	11,015.00	-	-	-	-	11,015.00	11,015.00
10. Telephone	-	-	-	-	-	-	-	-	-
11. Postage	-	-	-	-	-	-	-	-	-
12. Reproduction	-	-	-	-	-	-	-	-	-
13. Audit and Legal	-	-	-	-	-	-	-	-	-
14. Insurance	-	-	-	-	-	-	-	-	-
15. Bond Expenses	-	-	-	-	-	-	-	-	-
16. Software	-	-	-	-	-	-	-	-	-
17. Marketing/Communications	-	-	-	-	-	-	-	-	-
18. Staff Education and Training	-	-	-	-	-	-	-	-	-
19. Subcontract Agreements	-	-	-	-	-	-	-	-	-
20. Other (specify dollar amount)	-	-	-	-	-	-	-	-	-
TOTAL	92,847.00	11,015.00	103,862.00	5,000.00	-	5,000.00	87,847.00	11,015.00	98,862.00

Indirect As A Percent of Direct 7.7%

Contractor Inmate
Date: 5/3/19

Exhibit B-4 Amendment #2
Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHEH. Everything else will automatically populate.

Contractor Name: Southeastern Regional Education Service Center, Inc.

Budget Request for: Afterschool Provider Support Services
(Name of NPV)

Budget Period: SFY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 50,632.00	-	\$ 50,632.00	\$ 5,000.00	-	\$ 5,000.00	\$ 55,432.00	-	\$ 55,432.00
2. Employee Benefits	2,720.00	-	2,720.00	-	-	-	2,720.00	-	2,720.00
3. Consultants	40,195.00	-	40,195.00	-	-	-	40,195.00	-	40,195.00
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	1,100.00	-	1,100.00	-	-	-	1,100.00	-	1,100.00
Lab	500.00	-	500.00	-	-	-	500.00	-	500.00
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	5,900.00	-	5,900.00	-	-	-	5,900.00	-	5,900.00
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	11,015.00	11,015.00	-	-	-	-	11,015.00	11,015.00
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Postage and Freight	936.00	-	936.00	-	-	-	936.00	-	936.00
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Services	-	-	-	-	-	-	-	-	-
10. Management/Consulting	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	500.00	-	500.00	-	-	-	500.00	-	500.00
12. Subcontractor/Agreements	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	\$ 143,965.00	\$ 11,015.00	\$ 155,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 138,965.00	\$ 11,015.00	\$ 150,000.00

Indirect As A Percent of Direct 7.5%

OTHER:

Contractor Initial: *[Signature]*
Date: 5/31/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services


Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.


5/31/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF 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
www.dhhs.nh.gov/dcyf

Item # 5A
G&C
APPROVED
APRIL 11, 2018
mac

March 5, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families (DCYF) to amend an existing agreement with Southeastern Regional Educational Service Center, Inc., Vendor #154866-B001, 165 South River Road, Unit F, Bedford, New Hampshire 03110, to provide Afterschool Provider Support Services by adding reporting requirements to the original contract and to allow for electronic submission of invoices and reports, with no change to the completion date of June 30, 2019. This is a no-cost amendment. The original agreement was approved by Governor and Executive Council on July 19, 2017, (Item #9). 100% Federal Funds

EXPLANATION

The purpose of this amendment is to add reporting requirements to the original contract and to allow for electronic submission of invoices and reports. This is a no-cost amendment with no change to the original contract completion date.

Southeastern Regional Education Service Center, Inc. provides a needs assessment of NH communities to prioritize unmet afterschool care needs, technical assistance to afterschool programs based on the results of the needs assessment, training to afterschool providers operating in NH at no or low cost and several mentoring and technical assistance services to ensure high quality afterschool

care in New Hampshire. These expenditures are required to maintain federal funding for the NH Child Care Scholarship Program which provides child care subsidies to families to help them continue working or participating in a job search activity and to promote optimal child development.

Southeastern Regional Educational Service Center, Inc. was selected for this project through a competitive bid process.

As referenced in the Request for Proposals and in the Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

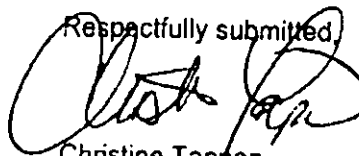
Should the Governor and Executive Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some afterschool programs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

Area Served: Statewide

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) G1701NHCCDF.

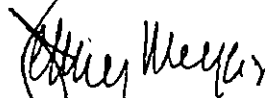
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner

**New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract**



**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 One") dated this 15th day of February, 2018, 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 Service Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 165 South River Road, Unit F, Bedford, New Hampshire 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2017, (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to modify the reporting requirements and payment schedule to support continued delivery of these services; and

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 to amend as follows:

1. Form P-37 General Provisions, Block 1.9, Contracting Agent for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement
2. Form P-37 General Provisions, Block 1.10, State Agency Contact Number to read:
(603) 271-9330.
3. Exhibit A, Scope of Services, Section 4 Reporting Requirements, Sub-section 4.1 to read:

4.1 The Contractor shall provide monthly quantitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each month. Additionally, the Contractor shall provide quarterly qualitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the Department.
4. Delete Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment.

2/27/18

New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract



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

3-7-18
Date

Name:
Title:

[Signature]
Associate Commissioner

Southeastern Regional Education Services Center, Inc.

2/27/18
Date

Name: Paul Hebert
Title: Executive Director

[Signature]

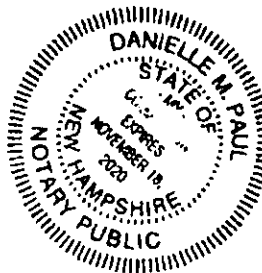
Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on February 27, 2018, before the undersigned officer, personally appeared the person identified directly 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]
Signature of Notary Public or Justice of the Peace

Danielle Paul, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11-18-2020



[Signature]
2/27/18


New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract



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

OFFICE OF THE ATTORNEY GENERAL

3/22/18
Date


Name: _____
Title: Attorney General

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:

 3/27/18



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37 General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is contingent upon meeting the requirements in the Catalogue of Federal Domestic Assistance (CFDA) #93.575, U. S. Department of Health & Human Services, Child Care and Development Block Grant.
3. Payments for services shall be on a cost reimbursement basis for approved cost items, as specified in Exhibit B-1 Budget and Exhibit B-2 Budget.
4. Payment for said shall be made monthly as follows:
 - 4.1. The Contractor shall submit an invoice that identifies and requests reimbursement for authorized expenses, as indicated in Exhibit B-1 Budget and Exhibit B-2 Budget, incurred during the prior month no later than the twentieth day of the current month.
 - 4.2. The Contractor shall ensure invoices:
 - 4.2.1. Are submitted on a form provided by the Department;
 - 4.2.2. Include the date of billing;
 - 4.2.3. Detail the services provided;
 - 4.2.4. Amount attributable and performed by an approved sub-contractor, if applicable; and
 - 4.2.5. Expenses incurred that are considered Non-Federal Match per the funding grant requirements.
 - 4.3. Invoices and reports identified in Exhibit A, Section 4 Reporting Requirements, and Exhibit B Amendment #1, Methods and Conditions Precedent to Payments, may be submitted in hard copy format to:

NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord NH 03301
 - 4.4. In lieu of hard copies, all reports and invoices identified in Exhibit A, Section 4 Reporting Requirements, and Exhibit B Amendment #1, Methods and Conditions Precedent to Payments, can be assigned an electronic signature and may be emailed to the Bureau of Child Development and Head Start Collaboration email account at:

DHHS.ChildDevelopment@dhhs.nh.gov


2/2/18

New Hampshire Department of Health and Human Services

Afterschool Provider Support Services Contract



Exhibit B Amendment #1

- 4.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B Amendment #1, Methods and Conditions Precedent to Payments.
6. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date. Failure to submit the invoice and accompanying documentation shall result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes to adjust encumbrances between State Fiscal Years, may be made by written agreement of both parties without obtaining further approval from the Governor and Executive Council, if needed and justified.

Handwritten signature 2/7/18



Jeffrey A. Meyers
Commissioner
Christine Tappan
Interim Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF 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
www.dhhs.nh.gov

ITEM # 9
GAC
APPROVED
JULY 19, 2017
mac

June 20, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into an agreement with Southeastern Regional Educational Service Center (Vendor #154866-B001), 29 Commerce Drive, Bedford, NH 03110, in an amount not to exceed \$300,000, to provide Afterschool Provider Support Services, effective upon date of Governor and Executive Council approval, through June 30, 2019. 100% Federal Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-50734	Contracts for Program Services	42117710	\$150,000
2019	102-50734	Contracts for Program Services	42117710	\$150,000
Total:				\$300,000

EXPLANATION

Funds in this agreement will be used for the provision of Afterschool Provider Support Services. 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 which provides child care subsidies to families to help them continue working or participating in a job search activity and to promote optimal child development.

Services of this contract include a needs assessment of NH communities to prioritize unmet afterschool care needs, technical assistance to afterschool programs based on the results of the needs assessment, training to afterschool providers operating in NH at no or low cost and several mentoring and technical assistance services to ensure high quality afterschool care in New Hampshire. This

requested action meets conditions of the federal mandate through the provision of technical assistance and trainings for afterschool providers and programs.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

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 in operation.

Southeastern Regional Educational Service Center was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from February 21, 2017 through April 6, 2017.

The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposal. The bid summary is attached.

As referenced in the Request for Proposals and in the Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- The number of new afterschool slots in programs, three (3) months after the end of technical assistance (80% must come from priority municipalities, identified as areas of high poverty or high need) shall be at a minimum of 75.
- The number of licensed programs that receive comprehensive technical assistance at a minimum of 100;
- The number of license exempt programs that receive comprehensive technical assistance shall be at a minimum of 75;
- The number of individuals working in licensed programs that receive comprehensive technical assistance shall be at a minimum of 200;
- The number of individuals working in license exempt programs that receive comprehensive technical assistance shall be at a minimum of 150;
- The number of Afterschool Basics trainings provided shall be at a minimum of 10;
- The number of attendees at Afterschool Basics trainings at a minimum of 100;
- The number of more advanced trainings provided at a minimum of 60;
- The number of attendees at advanced trainings at a minimum of 600.
- The number of NH Afterschool Credential trainings provided at a minimum of 10;
- The number of attendees at NH Afterschool Credential trainings at a minimum of 100;
- The number of individuals who complete a formal technical assistance program for the after school credential at a minimum of 25; and

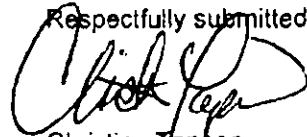
- The number of individuals who are awarded NH Afterschool credential within three (3) months of the completion of the formal technical assistance program at a minimum of 25.

Area Served: Statewide

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) G1701NHCCDF.

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

Respectfully submitted,



Christine Tappan
Senior Division Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

After School Provider Support Services

RFP-2018-DCYF-05-AFTER

RFP Name

RFP Number

Bidder Name

1. SERESC, Inc.
2. _____
3. _____

Pass/Fail	Maximum Points	Actual Points
	300	272
	300	0
	300	0

Reviewer Names

1. Claudette Mallory, Child Care Prog
Imprvmt Spclst, DCYF
2. Deirdre Dunn, Div Devlpmt Svc
Administrator
3. Kristin Booth, Dir Residentl & Inst
Child Dev DCYF
4. Maureen Burke, Prog Spclst IV
DCYF Child Dev, Cost
5. Rebecca Lorden, Admin III, Child
Protectn & Juv Jus, Cost



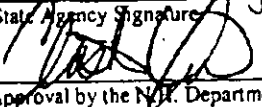
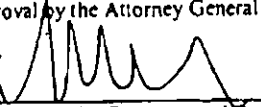
Subject: Afterschool Provider Support Services (rfp-2018-dcyf-05-after-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
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	1.6 Account Number 05-95-42-421110-2978-102	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jane Bergeron-Beaulieu Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 12, 2017</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] SABRINA BRYANT, Notary Public State of New Hampshire My Commission Expires August 3, 2021			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sabrina Bryant - Notary Public</u>			
1.14 State Agency Signature  Date: <u>6/22/17</u>		1.15 Name and Title of State Agency Signatory <u>Christie Tappin, Senior District Director</u>	
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: <u>6/27/17</u>			
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

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.



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. STATEMENT OF WORK

The Contractor shall provide a statewide program to provide Afterschool Provider Support Services which shall include but not be limited to:

- 2.1 Assist afterschool licensed and license exempt providers statewide with program expansion in areas where there is an unmet need.
- 2.2 Assist afterschool licensed and license exempt programs provide quality care for all school age children with a focus on areas of high poverty and need.
- 2.3 Provide afterschool licensed and license exempt providers statewide training services which shall include:
 - 2.3.1 A continuum of training for afterschool providers that spans from Afterschool Basics to more advanced training.
 - 2.3.2 Advanced trainings shall include information on identifying and serving homeless children and families, an awareness of the needs and issues faced by these children, and information regarding addressing the special needs of families experiencing homelessness.
 - 2.3.3 Include the Afterschool Core Knowledge Area(s).
 - 2.3.4 Shall be at little or no cost.
- 2.4 Provide trainers for group trainings to providers in afterschool programs who have the CDB Afterschool Master Professional Credential with the Workshop Trainer, Faculty or Allied Professional Endorsement.



Exhibit A

- 2.5 Provide technical assistance consultation services that focus on improving the quality of afterschool services.
- 2.6 Ensure that Consultants providing technical assistance consultation must have the CDB Afterschool Master Professional Credential with the Program Consultant or Allied Professional Endorsement.
- 2.7 Ensure that Mentors providing technical assistance to providers must have the CDB Afterschool Master Professional Credential with the Individual Mentor or Program Consultant Endorsement.
- 2.8 Provide statewide training and technical assistance specific to an overview of the afterschool credential and how to apply, to increase the number of credentialed afterschool providers in New Hampshire.
- 2.9 Comply with the New Hampshire State Law RSA 170-E:7, if applicable
- 2.10 Provide information and assistance to License Exempt afterschool providers around health and safety requirements, background checks and monitoring requirements as outlined by the CCDBG Reauthorization.
- 2.11 Administer the Afterschool Provider Support Services contract.

3. STAFFING

- 3.1 The Contractor shall provide knowledgeable staff who are credentialed by the Afterschool Master Professional Lattice to perform the corresponding duties as reflected in the table below:

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

- 3.2 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, as appropriate.
- 3.3 The Contractor shall ensure that sub-contractors or volunteers only receive compensation provided by this contract if the time spent participating in the contract activities is not paid by another employer or funding source.

4. REPORTING REQUIREMENTS

- 4.1 The Contractor shall provide quarterly qualitative and quantitative reports on forms provide by the Department, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the Department.
- 4.2 The Contractor shall meet with the Department as requested, twice a year in person and twice by phone.



Exhibit A

- 4.3 The Contractor shall compile a performance review report at the end of each fiscal year. The report shall be due by the 15th of the month following the end of each state fiscal year.
- 4.4 The Contractor shall submit a work plan within 30 days of the approval of the contract.
- 4.5 The Contractor shall maintain detailed supporting documentation for these reports which shall be available to the Department for review upon request and shall be retained for up to seven (7) years of the contract completion date.
- 4.6 The Contractor shall allow periodic reviews of the 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.
- 4.7 The Contractor shall make corrective actions as advised by the Department if services are not found to be in compliance.

5. PERFORMANCE MEASURES

- 5.1 The Contractor shall comply with the following performance measures:
 - 5.1.1 The number of new afterschool slots in programs, three months after the end of technical assistance (80% must come from priority municipalities, identified as areas of high poverty or high need) shall be at a minimum of 75;
 - 5.1.2 The number of licensed programs that receive comprehensive technical assistance at a minimum of 100;
 - 5.1.3 The number of license exempt programs that receive comprehensive technical assistance shall be at a minimum of 75;
 - 5.1.4 The number of individuals working in licensed programs that receive comprehensive technical assistance shall be at a minimum of 200;
 - 5.1.5 The number of individuals working in license exempt programs that receive comprehensive technical assistance shall be at a minimum of 150;
 - 5.1.6 The number of Afterschool Basics trainings provided shall be at a minimum of 10;
 - 5.1.7 The number of attendees at Afterschool Basics trainings at a minimum of 100;
 - 5.1.8 The number of more advanced trainings provided at a minimum of 60;
 - 5.1.9 The number of attendees at advanced trainings at a minimum of 600;
 - 5.1.10 The number of NH Afterschool Credential trainings provided at a minimum of 10;
 - 5.1.11 The number of attendees at NH Afterschool Credential trainings at a minimum of 100;
 - 5.1.12 The number of individuals who complete a formal technical assistance program for the after school credential at a minimum of 25; and
 - 5.1.13 The number of individuals who are awarded NH Afterschool credential within three months of the completion of the formal technical assistance program at a minimum of 25.

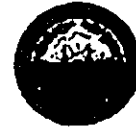


Exhibit B

Method and Conditions Precedent to Payment

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, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
 - 4.2.4. Separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

**Exhibit B-1
Budget**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southwestern Regional Education Service Center / ACROSS NH

Budget Request for: Afterschool Provider Support Services
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

K-1000 (10/1/2017)																		
K-1000 (10/1/2017)																		
1. Total Salary/Wages	\$	88,338.00	\$	-	\$	88,338.00	\$	5,600.00	\$	-	\$	5,600.00	\$	63,378.00	\$	-	\$	63,378.00
2. Employee Benefits	\$	4,120.00	\$	-	\$	4,120.00	\$	1,900.00	\$	-	\$	1,900.00	\$	2,220.00	\$	-	\$	2,220.00
3. Consultants	\$	41,523.00	\$	-	\$	41,523.00	\$	-	\$	-	\$	-	\$	41,523.00	\$	-	\$	41,523.00
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Range	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	1,200.00	\$	-	\$	1,200.00	\$	-	\$	-	\$	-	\$	1,200.00	\$	-	\$	1,200.00
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	1,600.00	\$	-	\$	1,600.00	\$	800.00	\$	-	\$	800.00	\$	800.00	\$	-	\$	800.00
6. Travel	\$	6,965.00	\$	-	\$	6,965.00	\$	-	\$	-	\$	-	\$	6,965.00	\$	-	\$	-
7. Occupancy	\$	-	\$	4,375.00	\$	4,375.00	\$	-	\$	-	\$	-	\$	-	\$	4,375.00	\$	4,375.00
8. Current Expenses	\$	-	\$	200.00	\$	200.00	\$	-	\$	-	\$	-	\$	-	\$	200.00	\$	200.00
Telephone	\$	-	\$	750.00	\$	750.00	\$	-	\$	-	\$	-	\$	-	\$	750.00	\$	750.00
Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	449.00	\$	-	\$	449.00	\$	-	\$	-	\$	-	\$	449.00	\$	-	\$	449.00
Audit and Legal	\$	-	\$	50.00	\$	50.00	\$	-	\$	-	\$	-	\$	-	\$	50.00	\$	50.00
Insurance	\$	-	\$	215.00	\$	215.00	\$	-	\$	-	\$	-	\$	-	\$	215.00	\$	215.00
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	600.00	\$	600.00	\$	1,200.00	\$	600.00	\$	-	\$	600.00	\$	1,500.00	\$	-	\$	1,500.00
10. Marketing/Communications	\$	1,500.00	\$	-	\$	1,500.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	1,000.00	\$	-	\$	1,000.00	\$	-	\$	-	\$	-	\$	1,000.00	\$	-	\$	1,000.00
12. Successor Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory)	\$	-	\$	5,125.00	\$	5,125.00	\$	-	\$	-	\$	-	\$	-	\$	5,125.00	\$	5,125.00
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
</																		

**Exhibit B-2
Budget**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southeastern Regional Education Service Center / ACROSS NH

Budget Request for: Afterschool Provider Support Services
(Name of Item)

Budget Period: July 1, 2018 - June 30, 2019

1. Total Salary/Wages	\$	66,328.00	\$	66,328.00	\$	5,000.00	\$	5,000.00	\$	61,328.00	\$	61,328.00
2. Employee Benefits	\$	4,120.00	\$	4,120.00	\$	1,900.00	\$	1,900.00	\$	2,220.00	\$	2,220.00
3. Consulting	\$	41,523.00	\$	41,523.00	\$	-	\$	-	\$	41,523.00	\$	41,523.00
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Range	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educator	\$	1,200.00	\$	1,200.00	\$	-	\$	-	\$	1,200.00	\$	1,200.00
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	1,600.00	\$	1,600.00	\$	-	\$	-	\$	1,600.00	\$	1,600.00
6. Travel	\$	6,963.00	\$	6,963.00	\$	800.00	\$	800.00	\$	800.00	\$	800.00
7. Occupancy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	4,575.00	\$	4,575.00	\$	-	\$	4,575.00	\$	4,575.00
Telephone	\$	-	\$	200.00	\$	200.00	\$	-	\$	200.00	\$	200.00
Postage	\$	-	\$	250.00	\$	250.00	\$	-	\$	250.00	\$	250.00
Subscriptions	\$	449.00	\$	449.00	\$	-	\$	-	\$	449.00	\$	449.00
Audit and Legal	\$	-	\$	50.00	\$	50.00	\$	-	\$	50.00	\$	50.00
Insurance	\$	-	\$	215.00	\$	215.00	\$	-	\$	215.00	\$	215.00
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	600.00	\$	600.00	\$	600.00	\$	-	\$	600.00	\$	600.00
10. Marketing/Communications	\$	1,500.00	\$	1,500.00	\$	-	\$	-	\$	1,500.00	\$	1,500.00
11. Staff Education and Training	\$	1,000.00	\$	1,000.00	\$	-	\$	-	\$	1,000.00	\$	1,000.00
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory)	\$	-	\$	5,125.00	\$	5,125.00	\$	-	\$	5,125.00	\$	5,125.00
TOTAL	\$	147,283.00	\$	11,815.00	\$	159,098.00	\$	8,300.00	\$	138,983.00	\$	159,098.00
Indirect As A Percent of Direct				7.5%								

OTHER Administrative, Business Office and Technology Department support

Contractor Initials: **JBB**
Date: **6-12-17**



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;



- 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.

New Hampshire Department of Health and Human Services
Exhibit C



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

Exhibit C - Special Provisions

Contractor Initials

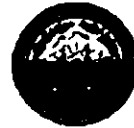
JDB8

05/27/14

Page 3 of 5

Date

6/12/17



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

New Hampshire Department of Health and Human Services
Exhibit C



- 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.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

BB

6/12/17



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

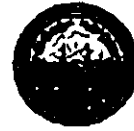
This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. 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;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. 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);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. 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;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

JBP
6/12/17

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. 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
 - 1.6.2. 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;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. 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.

Contractor Name:

Date

6/12/17

Name: Jane Berghon - Beaulieu
Title: Executive Director

Contractor Initials

Date

JB
6/12/17



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

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 Name:

6/12/17
Date

Jane Bergeron Beaulieu
Name: Jane Bergeron Beaulieu
Title: Executive Director



**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.
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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. 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;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. 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.

12. 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

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 78, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. 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).
14. 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 Name:

6-17-17
Date

Jane Bergeron - Beaulieu
Name: Jane Bergeron - Beaulieu
Title: Executive Director



**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.

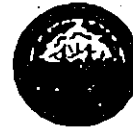
Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Contractor Initials

JEB

New Hampshire Department of Health and Human Services
Exhibit G



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 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:

6-12-17
Date

Jane Bergeron-Beaulieu
Name: Jane Bergeron-Beaulieu
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

JB

Date 6-12-17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6-12-17
Date



Name: Jane Bergeron-Beaulieu
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

JBB

6/12/17



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

JBB



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

JB13

Date 6-12-17



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Signature of Authorized Representative

Christine Tappan

Name of Authorized Representative

Senior Division Director

Title of Authorized Representative

6-22-17

Date

Southeastern Regional
Education Service Center, Inc.

Name of the Contractor

Signature of Authorized Representative

Jane Bergeron-Beaulieu

Name of Authorized Representative

Executive Director

Title of Authorized Representative

6-12-17

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6-12-17
Date

Jane Bergeron-Beaulieu
Name: Jane Bergeron-Beaulieu
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 040240798
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

5303

6-12-17